



## Cochise County Board of Supervisors

Public Programs...Personal Service  
www.cochise.az.gov

**PATRICK G. CALL**  
Chairman  
District 1

**ANN ENGLISH**  
Vice-Chairman  
District 2

**RICHARD R. SEARLE**  
Supervisor  
District 3

**JAMES E. VLAHOVICH**  
County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

### **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, July 28, 2015 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

**PLEDGE OF ALLEGIANCE**

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

#### **ROLL CALL**

*Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.*

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*Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.*

### **CONSENT**

#### **Board of Supervisors**

1. Authorize the re-recording of corrected deed, docket: 861226864 and 880101019 to add the affidavit of Joint Tenancy for Michael J. Coyle and Patricia Coyle and waive all related fees.
2. Approve a letter of support to Senators Flake and McCain and Representative McSally requesting that they introduce legislation to designate Chiricahua National Monument as a National Park.
3. Approve the Minutes of the regular meeting of the Board of Supervisors of July 14, 2015.

#### **Community Development**

4. Adopt Zoning Ordinance 15-05 approving Docket Z-15-04, amending the zoning district designation for parcel 203-12-015 to LI from SR-8, pursuant to the request of Klump Ranches, LLC.

5. Approve the extension of Contract No. IFB 10-66-HFP-04 for emulsified asphalt products for the Community Development Highway and Floodplain Division to Western Emulsions, Inc. in the not to exceed amount of \$500,000 for the six month period ending January 31, 2016.
6. Approve the award of Invitation for Bids (IFB) 15-37-HFP-04 for High and Low Volume Chips for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed estimated aggregate amount of \$300,000 for the period of August 1, 2015 through July 31, 2016.
7. Approve the award of Invitation for Bids (IFB) 15-38-HFP-04 for Crushed Aggregate Base Material and Riprap for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed estimated aggregate amount of \$155,000 for the period of August 1, 2015 through July 31, 2016.

#### **County Assessor**

8. Approve the Assessor's recommendation to approve the attached list of 79 property tax exemption applications which qualify for the exemption but were filed with the Assessor after the statutory filing deadline of March 1, 2015.

#### **County Attorney**

9. Approve the Crime Victim Compensation Grant No. VC-16-050 in the amount of \$74,506 for the period of July 1, 2015 through June 30, 2016.

#### **Finance**

10. Approve demands and budget amendments for operating transfers.

#### **Health & Social Services**

11. Approve Subaward Agreement 107-16 between SouthEastern Arizona Government Organization (SEAGO) and Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program to continue to provide Case Management and Family Caregiver Services in the amount of \$247,019 for the period of July 1, 2015 through August 31, 2016 with renewal options.

#### **Public Defender**

12. Approve State grant public defender training funds per ARS 12-117 in the amount of \$3,500 for the Public Defender for the period of July 1, 2015 through June 30, 2016.

#### **Workforce Development**

13. Approve Title IB Adult, Youth, and Dislocated Worker PY15/FY16 contract between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.
14. Approve the appointment of Mr. Tim Taylor to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2016.

## ***ACTION***

### **Board of Supervisors**

15. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2015-2016 Fiscal Year and approve continuing annual memberships for 2015-2016, with payment of associated dues as described herein.

## ***CALL TO THE PUBLIC***

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

## ***REPORT BY JAMES E. VLAHOVICH, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

## ***SUMMARY OF CURRENT EVENTS***

**Report by District 1 Supervisor, Patrick Call**

**Report by District 2 Supervisor, Ann English**

**Report by District 3 Supervisor, Richard Searle**

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

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**Cochise County Board of Supervisors**  
1415 Melody Lane, Building G Bisbee, Arizona 85603  
520-432-9200 520-432-5016 fax board@cochise.az.gov

## Board of Supervisors

## Regular Board of Supervisors Meeting

Meeting Date: 07/28/2015

Deed Correction

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate  
or Basis for Support?:

## Information

## Agenda Item Text:

Authorize the re-recording of corrected deed, docket: 861226864 and 880101019 to add the affidavit of Joint Tenancy for Michael J. Coyle and Patricia Coyle and waive all related fees.

## Background:

Ms. Kimberly Zamudio, daughter of Mr. Michael J. Coyle, notified the Board Office that a mistake had been made when the corrected deed was recorded in 1988 as it was missing the Affidavit of Joint Tenancy.

Ms. Christine Rhodes, County Recorder, advised that in order to re-record the 1988 deed with the affidavit of joint tenancy the Board of Supervisors would have to authorize this action and waive all fees related with the re-recording.

## Department's Next Steps (if approved):

Re-record 1988 deed with affidavit.

## Impact of NOT Approving/Alternatives:

The 1986 deed will not be recorded with the proper affidavit of joint tenancy.

## To BOS Staff: Document Disposition/Follow-Up:

See above next steps.

## Budget Information

*Information about available funds*

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

## Fund Transfers



## Attachments

Coyle 1986 Deed.Joint Tenancy

Coyle 1988 Deed

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P. O. BOX 216  
Elfrida, AZ 85611



FEE # 861226864  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 12/08/86 HOUR 9

DEED

REQUEST OF  
COCHISE COUNTY BOARD OF SUPV  
CHRISTINE RHODES-RECORDER  
FEE : 0.00 PAGES : 2

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, The Board of Supervisors of Cochise County, State of Arizona, heretofore, has prepared a list of the real-estate held by the State of Arizona by tax-deed, within Cochise County, and has advertised the same for sale at private sale at its office by publication and posting as is required by law; and

WHEREAS, that certain real-estate described as 'JT S60; SUN SITES RANCHES UNIT #4, BOOK 5 OF MAPS, PAGE 102. LOT 42, BLK 4; LOT 4, BLK 61; LOT 56, BLK 1; CASA ADOBE #2, BOOK 6 OF MAPS, PAGE 49.

is so held by the State by tax deed, and

WHEREAS, MICHAEL J. COYLE AND PATRICIA COYLE, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, has tendered for such property the sum of FIVE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS, (\$525) lawful money of the United States of America, to it in hand paid by the said MICHAEL J. COYLE AND PATRICIA COYLE, the receipt whereof is hereby acknowledged, has bargained, sold, released, and forever quit-claimed unto the said MICHAEL J. COYLE AND PATRICIA COYLE, heirs, successors and assigns, the title of the State of Arizona in and to the real estate hereinbefore described, acquired by tax-deed as aforesaid, it being understood that such real estate is sold subject to the lien of the State for taxes other than those for which it was sold to the State.

Together with all rights and appurtenances belonging to the same, in any wise incident or appertaining thereto.

TO HAVE AND TO HOLD said premises unto the said MICHAEL J. COYLE AND PATRICIA COYLE, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, heirs, successors and assigns forever.

IN WITNESS WHEREOF, the chairman and clerk of said Board of Supervisors have hereunto set their hands and affixed the seal of said Board, in accordance with law and the direction of the Board this 22nd day of November, 1986.

*[Signature]*  
Chairman of the Board of Supervisors,  
Cochise County, Arizona

*[Signature]*  
Clerk of the Board of Supervisors,  
Cochise County, Arizona

861226864

861226864  
COCHISE COUNTY BOARD OF SUPV  
P.O. BOX 225  
BISBEE AZ. 85603

AFFIDAVIT OF JOINT TENANCY

Michael J. Coyle and Patricia Coyle  
husband and wife herein attest that the rea. property described in the  
attached Board of Supervisor's Deed issued November 22, 1986  
to Michael J. Coyle and Patricia Coyle  
is acquired in joint tenancy with right of survivorship and not as  
community property.

Michael J. Coyle 11/22/86  
Signature Date

Patricia Coyle 11/22/86  
Signature Date

NOTARY PUBLIC

This instrument was acknowledged before me this 22ND day  
OF NOVEMBER, 1986, by Michael J. Coyle  
and Patricia Coyle

Sy Sanders  
Notary Public

My Commission Expires March 30, 1987

**CERTIFICATION STAMP**

STATE OF ARIZONA  
COUNTY OF COCHISE

THE FOREGOING INSTRUMENT IS A FULL, TRUE AND  
CORRECT COPY AS APPEARS ON RECORD IN THIS OFFICE

FEE No. 880101019

Attested July 17 20 15  
By Christine Rhodes Deputy

COCHISE COUNTY BOARD OF SUPV  
BOX 225  
BISBEE AZ. 85603

P.O. Box 216  
Elfrida, AZ. 85610



FEE # 880101019  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 01/14/88 HOUR 2

REQUEST OF  
COCHISE COUNTY BOARD OF SUPV  
CHRISTINE RHODES-RECORDER  
FEE : 0.00 PAGES : 1

**DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, WHEREAS, The Board of Supervisors of Cochise County, State of Arizona, heretofore, has prepared a list of the real-estate held by the State of Arizona by tax-deed, within Cochise County, and has advertised the same for sale at private sale at its office by publication and posting as is required by law; and

WHEREAS, that certain real-estate described as LOT 860; SUNSITES RANCHES UNIT #4, BOOK 5 OF MAPS, PAGE 102. LOT 42, BLK 4; LOT 4, BLK 6; LOT 56, BLK 1; CASA ADOBE #2, BOOK 6 OF MAPS, PAGE 49 is so held by the State by tax deed, and

WHEREAS, MICHAEL J. COYLE AND PATRICIA COYLE HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP has tendered for such property the sum of FIVE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS, (\$525) lawful money of the United States of America, to it in hand paid by the said MICHAEL J. COYLE AND PATRICIA COYLE the receipt whereof is hereby acknowledged, has bargained, sold, released, and forever quit-claimed unto the said MICHAEL J. COYLE AND PATRICIA COYLE heirs, successors and assigns, the title of the State of Arizona in and to the real estate hereinbefore described, acquired by tax-deed as aforesaid, it being understood that such real estate is sold subject to the lien of the State for taxes other than those for which it was sold to the State.

Together with all rights and appurtenances belonging to the same, in any wise incident or appertaining thereto.

TO HAVE AND TO HOLD said premises unto the said MICHAEL J. COYLE AND PATRICIA COYLE HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP heirs, successors and assigns forever.

IN WITNESS WHEREOF, the chairman and clerk of said Board of Supervisors have hereunto set their hands and affixed the seal of said Board, in accordance with law and the direction of the Board this 22nd day of November, 1986.

[Signature]  
Chairman of the Board of Supervisors,  
Cochise County, Arizona

[Signature]  
Clerk of the Board of Supervisors,  
Cochise County, Arizona

This is a corrected deed for docket 861226864.

880101019

**Regular Board of Supervisors Meeting****Board of Supervisors****Meeting Date:** 07/28/2015

Letter in support of renaming Chiricahua National Monument to be a National Park

**Submitted By:** Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve a letter of support to Senators Flake and McCain and Representative McSally requesting that they introduce legislation to designate Chiricahua National Monument as a National Park.

**Background:**

A National Park designation would significantly raise the profile of Cochise County, both nationally and internationally, drawing additional visitors to the region. Statistics show that during 2013, the National Park Service recorded more than 63 million visitors at its National Park sites, compared to 18.66 million who visited National Monuments. As you are aware, tourism plays a large role in helping to sustain the economies of communities throughout the County. The Chamber of Commerce continuously strives to attract new and repeat visitors to the area in order to help our local businesses. We believe this designation, and its potential to increase tourist numbers, will make an important contribution toward that ongoing goal, since Chiricahua visitors are likely to travel to other areas of the County.

**Department's Next Steps (if approved):**

Mail letter to the appropriate offices.

**Impact of NOT Approving/Alternatives:**

The County would not join other government entities in this request.

**To BOS Staff: Document Disposition/Follow-Up:**

See next steps.

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers**

## Attachments

[7.28.15 Letter.Chiricahua.Flake](#)

[7.28.15 Letter.Chiricahua.McCain](#)

[7.28.15 Letter.Chiricahua.McSally](#)

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## Cochise County Board of Supervisors

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District 1

**JAMES E. VLAHOVICH**  
County Administrator

**ANN ENGLISH**  
Vice-Chairman  
District 2

**ARLETHE G. RIOS**  
Clerk of the Board

**RICHARD R. SEARLE**  
Supervisor  
District 3

July 28, 2015

Senator Jeff Flake  
2200 East Camelback Road  
Suite 120  
Phoenix, AZ 85016

Dear Senator Flake,

On behalf of the Sierra Vista Chamber of Commerce and its member businesses, I am writing to ask you to introduce legislation to designate Chiricahua National Monument as a National Park. We believe such a designation would help to strengthen the local and regional economies through area tourism.

A National Park designation would significantly raise the profile of Cochise County, both nationally and internationally, drawing additional visitors to the region. Statistics show that during 2013, the National Park Service recorded more than 63 million visitors at its National Park sites, compared to 18.66 million who visited National Monuments. As you are aware, tourism plays a large role in helping to sustain the economies of communities throughout the County. The Chamber of Commerce continuously strives to attract new and repeat visitors to the area in order to help our local businesses. We believe this designation, and its potential to increase tourist numbers, will make an important contribution toward that ongoing goal, since Chiricahua visitors are likely to travel to other areas of the County.

It is our understanding that Chiricahua National Monument is already staffed by the National Park Service, and there would be no significant budgetary impact, should this designation be approved. Thanks to its unique geological features and outstanding natural beauty, the Chamber of Commerce believes Chiricahua National Monument has the necessary criteria to receive a National Park designation.

We therefore respectfully request you introduce the necessary legislation required to move this highly beneficial process forward.

Sincerely,

Patrick G. Call  
Chairman

1415 Melody Lane, Building G  
Bisbee, Arizona 85603  
520-432-9200  
520-432-5016 fax  
[board@cochise.az.gov](mailto:board@cochise.az.gov)



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Clerk of the Board

**RICHARD R. SEARLE**  
Supervisor  
District 3

July 28, 2015

Senator John McCain  
2201 East Camelback Road  
Suite 115  
Phoenix, AZ 85016

Dear Senator McCain,

On behalf of the Sierra Vista Chamber of Commerce and its member businesses, I am writing to ask you to introduce legislation to designate Chiricahua National Monument as a National Park. We believe such a designation would help to strengthen the local and regional economies through area tourism.

A National Park designation would significantly raise the profile of Cochise County, both nationally and internationally, drawing additional visitors to the region. Statistics show that during 2013, the National Park Service recorded more than 63 million visitors at its National Park sites, compared to 18.66 million who visited National Monuments. As you are aware, tourism plays a large role in helping to sustain the economies of communities throughout the County. The Chamber of Commerce continuously strives to attract new and repeat visitors to the area in order to help our local businesses. We believe this designation, and its potential to increase tourist numbers, will make an important contribution toward that ongoing goal, since Chiricahua visitors are likely to travel to other areas of the County.

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Clerk of the Board

**RICHARD R. SEARLE**  
Supervisor  
District 3

July 28, 2015

Representative Martha McSally  
4400 E. Broadway Blvd  
Suite 510  
Tucson, AZ 85711

Dear Representative McSally,

On behalf of the Sierra Vista Chamber of Commerce and its member businesses, I am writing to ask you to introduce legislation to designate Chiricahua National Monument as a National Park. We believe such a designation would help to strengthen the local and regional economies through area tourism.

A National Park designation would significantly raise the profile of Cochise County, both nationally and internationally, drawing additional visitors to the region. Statistics show that during 2013, the National Park Service recorded more than 63 million visitors at its National Park sites, compared to 18.66 million who visited National Monuments. As you are aware, tourism plays a large role in helping to sustain the economies of communities throughout the County. The Chamber of Commerce continuously strives to attract new and repeat visitors to the area in order to help our local businesses. We believe this designation, and its potential to increase tourist numbers, will make an important contribution toward that ongoing goal, since Chiricahua visitors are likely to travel to other areas of the County.

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[board@cochise.az.gov](mailto:board@cochise.az.gov)

**Regular Board of Supervisors Meeting****Meeting Date:** 07/28/2015

Minutes

**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:**

# of ORIGINALS

**Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of July 14, 2015.

**Background:**

Minutes

**Department's Next Steps (if approved):**

Signed minutes routed for processing and posted on the internet.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Send to the Recorder's Office for microfiche purposes.

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers****Attachments***No file(s) attached.*

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/28/2015

Docket Z-15-04 (Klump) - A Request to Amend the Zoning of parcel 203-12-015 to LI from SR-8

**Submitted By:** Peter Gardner, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Peter Gardner**TITLE of PRESENTER:** Planner I**Docket Number (If applicable):** Z-15-04 (Klump)**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Adopt Zoning Ordinance 15-05 approving Docket Z-15-04, amending the zoning district designation for parcel 203-12-015 to LI from SR-8, pursuant to the request of Klump Ranches, LLC.

**Background:**

APPLICATION FOR A REZONING The Applicant has requested a rezoning from SR-8 (Single-Household Residential, one dwelling per 8,000-square feet) to LI (Light Industry). The subject parcel is approximately 330-acres in size. The rezoning is to facilitate the construction of a Marble Cutting Plant, and other future commercial or industrial development. The subject parcel, 203-12-015, is located between S. Haskell Ave and S. Railroad Ave in Willcox, AZ, directly west of incorporated City Limits. The Applicant is Klump Ranches, LLC. I. PLANNING AND ZONING COMMISSION On Wednesday, July 8, 2015, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. No objections were received from any member of the Public. II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES Parcel Size: 333.30 Acres Zoning: SR-8 (Single Family Residential, one dwelling per 8,000 square-feet) Growth Area: Community Growth Area Comprehensive Plan Designation: B-Developing Area Plan: None Existing Uses: Vacant Proposed Uses: Marble Cutting Plant (Manufacturing) Zoning/Use of Surrounding Properties Relation to Subject Parcel Zoning District Use of Property North SR-48/GB/State Highway Vacant/Bar & RV Park/S. Haskell Ave. South SR-8/County Maintained Road Vacant/W. Geronimo Trail East SR-8/County Maintained Road Vacant/S. Railroad Ave. West GB Mobile Home & RV Park/Vacant Above: Location map. Purple shaded area is Incorporated Willcox. III. PARCEL HISTORY None IV. NATURE OF REQUEST The Applicant is requesting a change of zoning from SR-8 (Single Family Residential, one dwelling per 8,000 square-feet) to LI (Light Industrial) to allow a Manufacturing Land Use to construct a Marble Cutting plant. V. ANALYSIS OF IMPACTS Mandatory Compliance The subject property lies within a Category B-Developing Area. Section 402 of the Zoning Regulations allows owners of property lying within Developing areas to seek an LI zoning designation Compliance with Rezoning Criteria Section 2208.03 of the Zoning Regulations provides a list of fifteen factors with which to evaluate Rezoning applications. Staff uses these factors to help determine the suitability of a given request, whether to recommend approval for a rezoning, as well as to determine what Conditions and/or Modifications may be needed. Thirteen of the fifteen factors apply to this request. The project, complies with twelve of those thirteen factors. The two remaining factors are not applicable to this application. 1. Provides an Adequate Land Use/Concept Plan: Comlies While very basic, the submitted concept plan shows the area to be used for the proposed Plant, as well as the areas left for future light industrial or commercial development. 2. Compliance with the Applicable Site Development Standards: Comlies The property meets all site development standards in the LI zoning district. 3. Adjacent Districts Remain Capable of Development: Comlies The proposed rezoning would not affect the development prospects of any neighboring property. 4. Limitation on Creation of Nonconforming Uses: Comlies The proposal would not create any non-conforming land uses. 5. Compatibility with Existing Development: Comlies The area is characterized by scattered development

with large tracts of open land. The immediately adjacent developed areas are all commercial uses. 6. Rezoning to More Intense Districts: Complies The site offers ample area to provide any necessary buffers to the large non-developed residentially zoned properties. 7. Adequate Services and Infrastructure: Complies All necessary infrastructure is available at this time. 8. Traffic Circulation Criteria: Complies The site takes access directly from an ADOT highway. As construction permits are issued, transportation analysis may be required, but the existing transportation infrastructure is sufficient. If the rezoning is denied, the site would remain eligible for residential development totaling 1,841 homes, which would far exceed any traffic generated by the proposed use. 9. Development Along Major Streets: Complies The site takes access from an ADOT highway, and one access is being proposed for the plant. Future development may require additional access points, which the approximately 4,900 feet of frontage on S. Haskell Avenue and approximately 5,500 feet of frontage on S. Railroad Avenue will support. 10. Infill: Does Not Comply This Factor encourages rezoning requests to GB, LI or HI to areas designated as Enterprise or Enterprise Redevelopment to discourage sprawl and incompatible land uses. This request does abut General Business zoning districts and commercial land uses, but is in an area marked Developing. While this designation does permit the LI zoning, it is not encouraged. 11. Unique Topographic Features: Complies There are no exceptional topographic features warranting consideration on or near the site. 12. Water Conservation: Complies The proposed use, while increasing water usage over the nonexistent current usage, is likely to use less water than the 1,841 homes that could be built on this parcel under the current zoning. 13. Public Input: Complies The Applicant completed the Citizen Review process, and received no responses. Staff posted the property on June 23, 2015, and published a legal notice in the Bisbee Observer on June 18, 2015. The Department also mailed notices to property owners within 1,000-feet of the site. To date, staff has not received any statements for or against the request. 14. Hazardous Materials: Not Applicable No hazardous materials are proposed as part of the development plan. 15. Compliance with Area Plan: Not Applicable There is no area plan in place. Above: Looking southeast across the property. VI. MODIFICATIONS TO DEVELOPMENT STANDARDS None required or requested. VII. PUBLIC COMMENT The Planning Department mailed notices to neighboring property owners within 1,000-feet of the subject property. Staff posted the property on June 23, 2015 and published a legal notice in the Bisbee Observer on June 18, 2015. In response to applicant and County mailings, the Planning Department received one letter in support of the request. VIII. SUMMARY AND CONCLUSION This request is for a rezoning from a dense, single family residential zoning to Light Industry, with near-term plans to construct a marble cutting plant. The request complies with all but one of the applicable factors which Staff uses to analyze such requests. The noncompliant factor pertains to infill and the direction of commercial and industrial uses to areas where such uses already exist. This rezoning would abut existing commercially zoned and developed parcels, therefore meeting the intent of the factor. Factors in Favor of Approving the Special Use 1. The request complies with twelve of the thirteen applicable Rezoning factors used by staff to analyze this request; 2. The Cochise County Comprehensive Plan encourages locating commercial and industrial development near existing development with supporting infrastructure; and 3. Three letters of support have been received. Factor Against Allowing the Special Use 1. The request does not comply with one of the thirteen applicable Rezoning factors used by Staff to analyze this request. IX. RECOMMENDATION Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of Conditional Approval, subject to the following Conditions: 1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and 2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations. X. ATTACHMENTS A. Application B. Site Plan C. Citizen Comment

#### **Department's Next Steps (if approved):**

Planning Staff will take a copy of the recorded ordinance to GIS to amend the County Zoning Maps to reflect this action.

#### **Impact of NOT Approving/Alternatives:**

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the current SR-8 zoning designation.

#### **To BOS Staff: Document Disposition/Follow-Up:**

After the Chair signs the Zoning Ordinance, Board Staff should send a recorded copy of the same to the Planning Department for our records.

Staff Memo

Memo Attachments

Exhibit A

Preliminary Ordinance

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**Cochise County**  
**Community Development**  
**Planning, Zoning and Building Safety Division**  
*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

MEMORANDUM

TO: Cochise County Planning and Zoning Commission  
FROM: Peter Gardner, Planner I  
FOR: Mary Gomez, Interim Planning Director  
SUBJECT: Docket Z-15-04 (Klump)  
DATE: June 25, 2015 for the July 8, 2015 Meeting

APPLICATION FOR A REZONING

The Applicant has requested a rezoning from SR-8 (Single-Household Residential, one dwelling per 8,000-square feet) to LI (Light Industry). The subject parcel is approximately 330-acres in size. The rezoning is to facilitate the construction of a Marble Cutting Plant, and other future commercial or industrial development. The subject parcel, 203-12-015, is located between S. Haskell Ave and S. Railroad Ave in Willcox, AZ, directly west of incorporated City Limits. The Applicant is Klump Ranches, LLC.

I. PLANNING AND ZONING COMMISSION

On Wednesday, July 8, 2015, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. No objections were received from any member of the Public.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

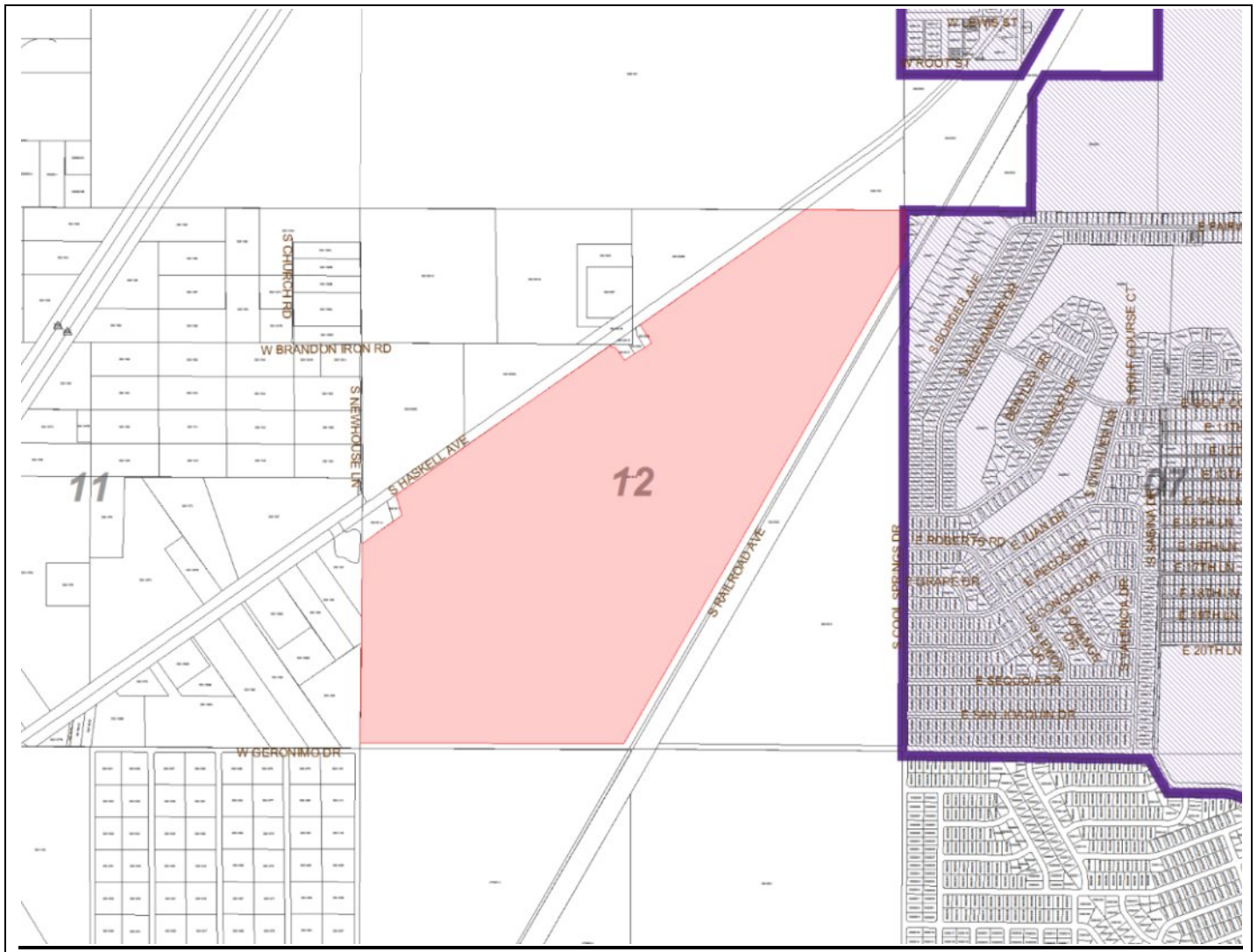
Parcel Size:	333.30 Acres
Zoning:	SR-8 (Single Family Residential, one dwelling per 8,000 square-feet)
Growth Area:	Community Growth Area
Comprehensive Plan Designation:	B-Developing
Area Plan:	None
Existing Uses:	Vacant
Proposed Uses:	Marble Cutting Plant (Manufacturing)

**Planning, Zoning and Building Safety**  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9278 fax  
1-877-777-7958  
[planningandzoning@cochise.az.gov](mailto:planningandzoning@cochise.az.gov)

**Highway and Floodplain**  
1415 Melody Lane, Building F  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9337 fax  
1-800-752-3745  
[highway@cochise.az.gov](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto:floodplain@cochise.az.gov)

## Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	SR-48/GB/State Highway	Vacant/Bar & RV Park/S. Haskell Ave.
South	SR-8/County Maintained Road	Vacant/W. Geronimo Trail
East	SR-8/County Maintained Road	Vacant/S. Railroad Ave.
West	GB	Mobile Home & RV Park/Vacant



Above: Location map. Purple shaded area is Incorporated Willcox.

### III. PARCEL HISTORY

None

#### IV. NATURE OF REQUEST

The Applicant is requesting a change of zoning from SR-8 (Single Family Residential, one dwelling per 8,000 square-feet) to LI (Light Industrial) to allow a Manufacturing Land Use to construct a Marble Cutting plant.

#### V. ANALYSIS OF IMPACTS

##### Mandatory Compliance

The subject property lies within a Category B–Developing Area. Section 402 of the Zoning Regulations allows owners of property lying within Developing areas to seek an LI zoning designation

##### Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides a list of fifteen factors with which to evaluate Rezoning applications. Staff uses these factors to help determine the suitability of a given request, whether to recommend approval for a rezoning, as well as to determine what Conditions and/or Modifications may be needed.

Thirteen of the fifteen factors apply to this request. The project, complies with twelve of those thirteen factors. The two remaining factors are not applicable to this application.

##### 1. Provides an Adequate Land Use/Concept Plan: Complies

While very basic, the submitted concept plan shows the area to be used for the proposed Plant, as well as the areas left for future light industrial or commercial development.

##### 2. Compliance with the Applicable Site Development Standards: Complies

The property meets all site development standards in the LI zoning district.

##### 3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property.

##### 4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

##### 5. Compatibility with Existing Development: Complies

The area is characterized by scattered development with large tracts of open land. The immediately adjacent developed areas are all commercial uses.

##### 6. Rezoning to More Intense Districts: Complies



The site offers ample area to provide any necessary buffers to the large non-developed residentially zoned properties.

7. Adequate Services and Infrastructure: Complies

All necessary infrastructure is available at this time.

8. Traffic Circulation Criteria: Complies

The site takes access directly from an ADOT highway. As construction permits are issued, transportation analysis may be required, but the existing transportation infrastructure is sufficient. If the rezoning is denied, the site would remain eligible for residential development totaling 1,841 homes, which would far exceed any traffic generated by the proposed use.

9. Development Along Major Streets: Complies

The site takes access from an ADOT highway, and one access is being proposed for the plant. Future development may require additional access points, which the approximately 4,900 feet of frontage on S. Haskell Avenue and approximately 5,500 feet of frontage on S. Railroad Avenue will support.

10. Infill: Does Not Comply

This Factor encourages rezoning requests to GB, LI or HI to areas designated as Enterprise or Enterprise Redevelopment to discourage sprawl and incompatible land uses. This request does abut General Business zoning districts and commercial land uses, but is in an area marked Developing. While this designation does permit the LI zoning, it is not encouraged.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Complies

The proposed use, while increasing water usage over the nonexistent current usage, is likely to use less water than the 1,841 homes that could be built on this parcel under the current zoning.

13. Public Input: Complies

The Applicant completed the Citizen Review process, and received no responses. Staff posted the property on June 23, 2015, and published a legal notice in the Bisbee Observer on June 18, 2015. The Department also mailed notices to property owners within 1,000-feet of the site. To date, staff has not received any statements for or against the request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the development plan.

15. Compliance with Area Plan: Not Applicable

There is no area plan in place.



*Above: Looking southeast across the property.*

VI. MODIFICATIONS TO DEVELOPMENT STANDARDS

None required or requested.

VII. PUBLIC COMMENT

The Planning Department mailed notices to neighboring property owners within 1,000-feet of the subject property. Staff posted the property on June 23, 2015 and published a legal notice in the *Bisbee Observer*

on June 18, 2015. In response to applicant and County mailings, the Planning Department received one letter in support of the request.

### VIII. SUMMARY AND CONCLUSION

This request is for a rezoning from a dense, single family residential zoning to Light Industry, with near-term plans to construct a marble cutting plant. The request complies with all but one of the applicable factors which Staff uses to analyze such requests. The noncompliant factor pertains to infill and the direction of commercial and industrial uses to areas where such uses already exist. This rezoning would abut existing commercially zoned and developed parcels, therefore meeting the intent of the factor.

#### Factors in Favor of Approving the Special Use

1. The request complies with twelve of the thirteen applicable Rezoning factors used by staff to analyze this request;
2. The Cochise County Comprehensive Plan encourages locating commercial and industrial development near existing development with supporting infrastructure; and
3. Three letters of support have been received.

#### Factor Against Allowing the Special Use

1. The request does not comply with one of the thirteen applicable Rezoning factors used by Staff to analyze this request.

### IX. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of Conditional Approval, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

### X. ATTACHMENTS

- A. Application
- B. Site Plan
- C. Citizen Comment



# COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

COCHISE COUNTY

MAY 07 2015

PLANNING

## COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Development Department  
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: Klump Ranches LLC
2. Mailing Address: P.O. Box 448  
Bowie AZ 85605  
City State Zip Code
3. Telephone Number of Applicant: (520) 507-5118 MATT Klump
4. Telephone Number of Contact Person if Different: ( )
5. Email Address: klump ranches@gmail.com
6. Assessor's Tax Parcel Number: 203-12-015 (Can be obtained from your County property tax statement)
7. Applicant is (check one):
  - ☒ Sole owner: X
  - ☐ Joint Owner: \_\_\_\_\_ (See number 8)
  - ☐ Designated Agent of Owner: \_\_\_\_\_
  - ☐ If not one of the above, explain interest in rezoning: \_\_\_\_\_
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
  - ☐ List attached (if applicable): \_\_\_\_\_
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:
  - ☐ If corporation, corporate resolution designating applicant to act as agent: \_\_\_\_\_
  - ☐ If partnership, written authorization from partner: \_\_\_\_\_
  - ☐ If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.



9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: \_\_\_\_\_
- Copy of title report: \_\_\_\_\_
- Copy of tax notice: \_\_\_\_\_
- Other, list: Property Profile

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes \_\_\_\_\_ No X

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

12. Is more than one parcel contained within the area to be rezoned? Yes \_\_\_\_\_ No X

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: SR-8

14. Indicate proposed Zoning District for Property: LI

**Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.**

15. Comprehensive Plan Category: B (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: Develop (A County planner can provide this information.)

**Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.**

17. Describe all structures already existing on the property: Windmill

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: \_\_\_\_\_

Marble Processing Plant

19. Are there any deed restrictions or private covenants in effect for this property?

- No X Yes \_\_\_\_\_
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes \_\_\_\_\_ No \_\_\_\_\_
- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

Haskell Ave.

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? ADOT Approach

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? 1

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	<u>Self</u>	
Sewer/Septic	<u>Self</u>	
Electricity	<u>SSVEC</u>	
Natural Gas	<u>SW Gas</u>	
Telephone	<u>Century Link</u>	
Fire Protection	<u>Self</u>	

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed).

This location is next to a concrete batch plant  
which is similar in use. It is along a business  
loop that is used for similar purposes.

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature:  for Klump Ranches LLC.

Date: 4/29/15



**Mail:**  
**P.O. Box 448**  
**Bowie, AZ 85605**

**(520)-384-3622**  
**(520)-384-3622(fax)**  
**klumpranches@gmail.com**

**Office:**  
**920 S. Haskell**  
**Willcox, Az. 85643**

**May 4, 2015**

**Dear Neighbor,**

This letter is to inform you of our plans to re-zone Parcel Number 203-12-015, located just south of Willcox, AZ, along the business loop. We are doing this in anticipation of building a Marble Processing Plant. We do not foresee any negative effects on our neighbors, but would like to give you the opportunity to express your concerns, if any. We can be reached at the above mailing address.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Klump", is written over the printed name.

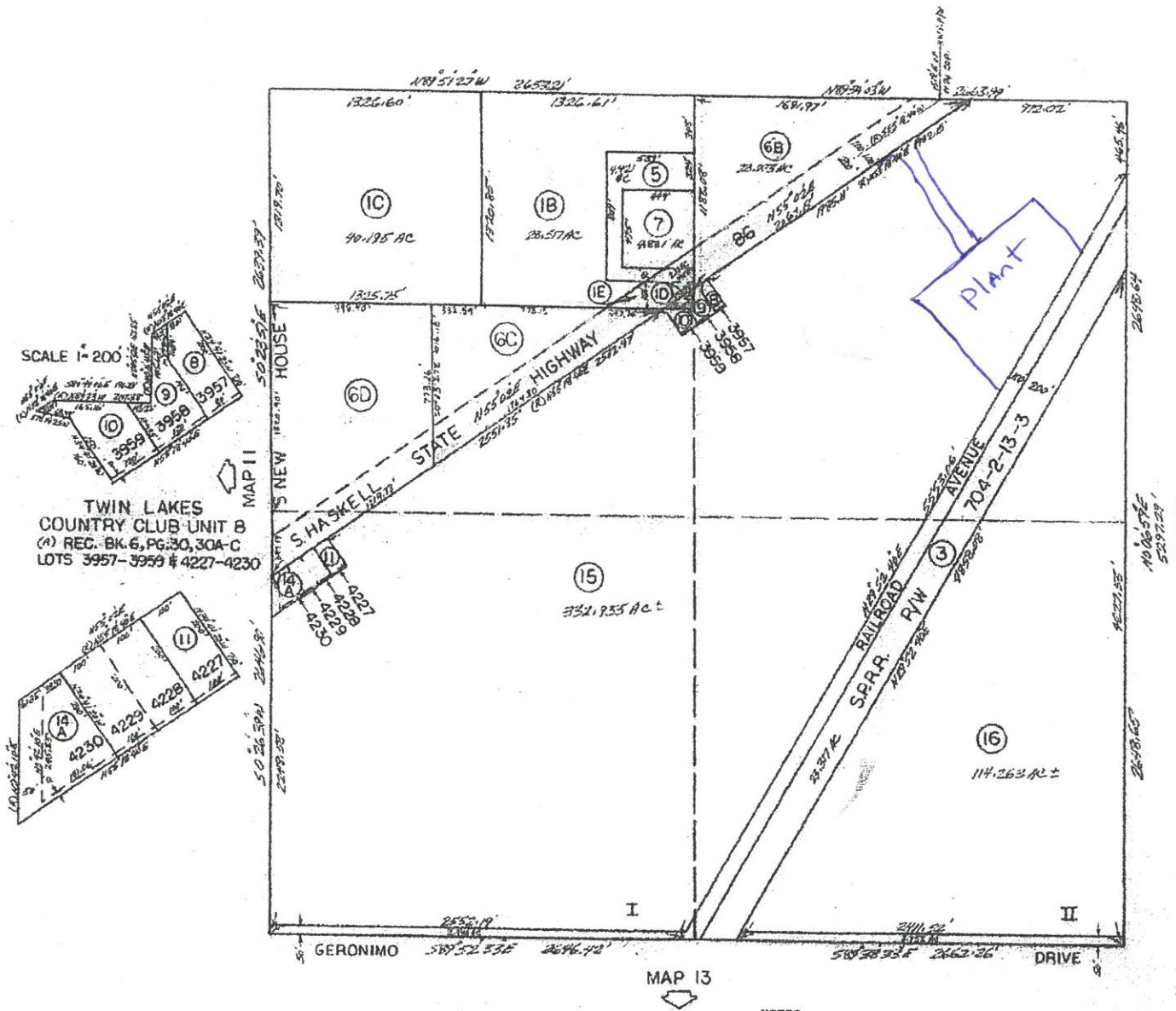
**Matt Klump**



SEC. 12

TN. 14 S.

RG. 24 E.



NOTES

1. SURVEY BK. 5, PG. 44: Retracement Survey of Twin Lakes Country Club Unit B as Abandoned in BK. 13, PG. 2, 2A-C. (AKA Parcels I & II)

## Special Use Docket Z-15-04 (Klump)

X

**YES, I SUPPORT THIS REQUEST**

Please state your reasons:

Brings Jobs To The Area. Only concern is  
treatment of water. Water from the storm gutters of  
Delashie. Water structure studies on the effects  
of traffic and road usage.

**NO, I DO NOT SUPPORT THIS REQUEST:**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

DOUGLAS GRASHER

SIGNATURE(S):

Douglas W. Grasher

YOUR TAX PARCEL NUMBER:

lot # 6289

Turn Lake County Clerk Unit 12

(the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Wednesday, June 24, 2015 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline for the staff report you may still mail or send email comments to Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov) that must be received by July 7, 2015 to have your support or non-support noted verbally noted at the meeting. You may also personally make a statement at the **public hearing on July 8, 2015**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO:

Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

## Special Use Docket Z-15-04 (Klump)



**YES, I SUPPORT THIS REQUEST**

Please state your reasons:

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---

☐ **NO, I DO NOT SUPPORT THIS REQUEST:**

Please state your reasons:

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(Attach additional sheets, if necessary)

PRINT NAME(S): DOMINICK LOGALBO, COURTS OF PRAISE UPC

SIGNATURE(S):

*Dominick Logalbo*

YOUR TAX PARCEL NUMBER: 203-11-054 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Wednesday, June 24, 2015 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline for the staff report you may still mail or send email comments to Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov) that must be received by July 7, 2015 to have your support or non-support noted verbally noted at the meeting. You may also personally make a statement at the **public hearing on July 8, 2015**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603



## Special Use Docket Z-15-04 (Klump)

☒ **YES, I SUPPORT THIS REQUEST**

Please state your reasons:

*Helps with future development.*

☐ **NO, I DO NOT SUPPORT THIS REQUEST:**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

*ALBERT GOH*

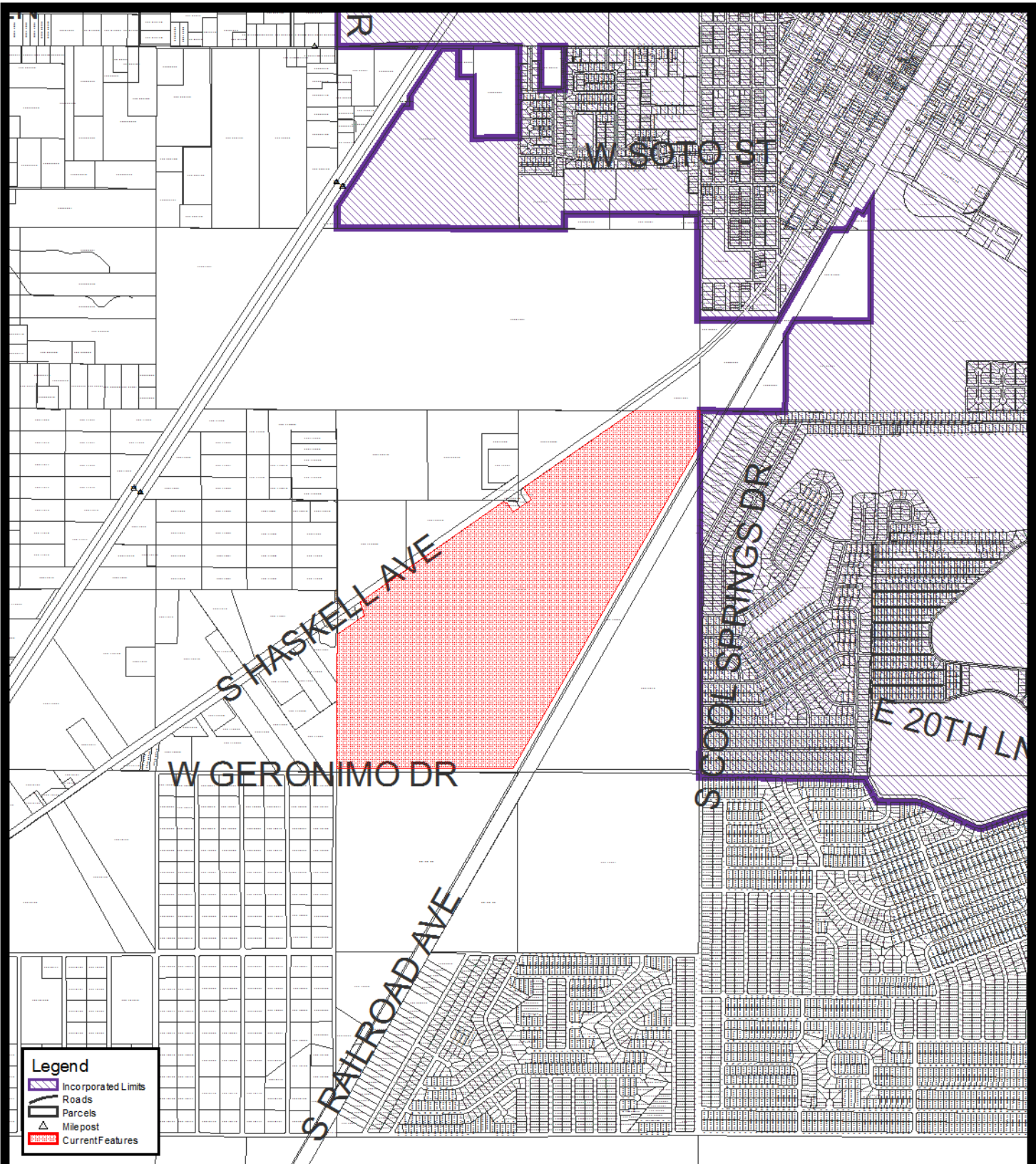
SIGNATURE(S):

*[Signature]*

YOUR TAX PARCEL NUMBER: 203-11-069 5 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 4 PM on Wednesday, June 24, 2015 to be included in the staff report to the Commission in order for them to consider the comments before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline for the staff report you may still mail or send email comments to Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov) that must be received by July 7, 2015 to have your support or non-support noted verbally noted at the meeting. You may also personally make a statement at the **public hearing on July 8, 2015**. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603



**Legend**

- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



**ZONING ORDINANCE 15-\_\_\_\_**

**Re: Amending Certain Zoning District Boundaries From SR-8 to LI, Pursuant To The Application Of Klump Ranches, LLC**

**Page 1**

**ZONING ORDINANCE 15-\_\_\_\_**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM SR-8 TO LI, PURSUANT TO THE APPLICATION OF Klump Ranches, LLC**

**WHEREAS**, A.R.S. § 11-814 allows property owners or their authorized agent to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

**WHEREAS**, the Cochise County Board of Supervisors recognizes that zoning amendments can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing; and

**WHEREAS**, the Planning and Zoning Commission held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant Klump Ranches, LLC; and

**WHEREAS**, the Planning and Zoning Commission conditionally approved the request for a change in the Zoning District boundaries with one objection from the public; and

**WHEREAS**, the requested zoning district represents an Industrial and Commercial Zoning District along a Business Loop as supported by the Cochise County Comprehensive Plan; and

**WHEREAS**, the requested zoning will not alter the existing pattern of development in the neighborhood and is harmonious with the surrounding zoning districts; and

**WHEREAS**, the Cochise County Board of Supervisors promotes effective, early and continuous public participation by citizens; and

**WHEREAS**, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries,

**NOW, THEREFORE, BE IT RESOLVED** that the Cochise County Zoning District Boundaries shall be amended as follows:

The zoning classification for Tax Parcel 203-12-15 as shown on the map attached to this Resolution as Exhibit A, is changed from SR-8 to LI. The property is located along South Haskell west of Willcox, AZ. The property is further described as being in Section 12 of Township 14 South, Range 24 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-15-04 subject to the following condition of approval:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 28th day of July, 2015.

---

Patrick Call, Chairman  
Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

---

Arlethe G. Rios,  
Clerk of the Board

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Britt Hanson,  
Chief Civil Deputy County Attorney



**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/28/2015

Approve Contract Extension for Emulsified Asphalt Products

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
NOT Required**# of ORIGINALS** 0  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the extension of Contract No. IFB 10-66-HFP-04 for emulsified asphalt products for the Community Development Highway and Floodplain Division to Western Emulsions, Inc. in the not to exceed amount of \$500,000 for the six month period ending January 31, 2016.

**Background:**

Western Emulsions, Inc. has agreed to hold their current prices firm while Procurement can issue a new solicitation.

**Department's Next Steps (if approved):**

Process purchase orders, issue new solicitation and monitor contractor performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there was a requirement for emulsified asphalt resulting in higher prices and additional workload for both the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

No action required

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Impact & Funding****Sources (if known):**

The Highway and Floodplain Division has budgeted for this expenditure in the FY 15/16 annual work plan in fund lines 251-4010-9-413.700 and 251-4040-9-413.700.

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**Attachments**

Contract Extension Agreement

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COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: [www.cochise.az.gov](http://www.cochise.az.gov)

June 22, 2015

Western Emulsion  
Tony Paez  
3900 E. Broadway Blvd.  
Tucson, AZ 85711


Re: Contract Extension IFB 10-66-HFP-04 – Emulsified Asphalt Products

Dear Mr. Paez;

The contract term for the contract referenced above will terminate on July 31, 2015. The County is requesting a six (6) month extension in order to prepare and issue a new solicitation for these services. If the contract extension can be agreed upon the new end date will be January 31, 2016. Please indicate your decision below, then sign and return this letter as soon as possible.

If you have any questions regarding this process, please contact me at 520-432-8391 or [thudson@cochise.az.gov](mailto:thudson@cochise.az.gov).

Sincerely,

  
Terry Hudson, CPPB  
Procurement Director

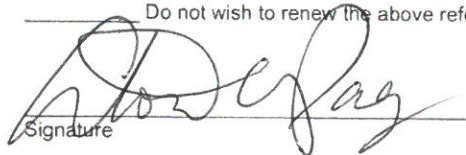
\*\*\*\*\*

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:



Agree to a six (6) month renewal of the above referenced agreement.

Do not wish to renew the above referenced agreement.



ANTONIO C. PAEZ

Print Name

ARIZONA SALE MANAGER

Title

7-1-2015

Date

OFFICE (520) 622-1203 / CELL (520) 429-3472

Phone Number

tony.paez@westernemulsions.com

E-Mail Address

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/28/2015

Contract Award for High and Low Volume Chips

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
Required**# of ORIGINALS** 1  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) 15-37-HFP-04 for High and Low Volume Chips for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed estimated aggregate amount of \$300,000 for the period of August 1, 2015 through July 31, 2016.

**Background:**

IFB 15-37-HFP-04 was released on May 26, 2015. The bid was advertised in the Arizona Range News on June 3 and 10, 2015 and posted on the Public Purchase website. E-mail notices were sent to twenty vendors. Four bids were received prior to the bid closing date and time of July 6, 2015 at 4:00 p.m. A bid tabulation is attached, the Contractors that are being recommended for award are as follows:

Maddux and Sons, Inc.  
Tombstone Gold and Silver, Inc.  
Fisher Sand and Gravel  
AGE Contracting, Inc.

Individual orders are awarded to a Contractor based on the following criteria:

1. Lowest price based on material and the negotiated delivery price at the time of order.
2. Availability of material in relationship to the project location.
3. Whether material is to be delivered or picked up by the County.

**Department's Next Steps (if approved):**

Execute Contracts, process purchase orders as required and monitor Contractor performance.

**Impact of NOT Approving/Alternatives:**

Procurement would be required to obtain quotes every time there is a need for chips, which would result in possibly higher prices, and additional workload for both the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

Obtain Board signature after approval.

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**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Impact & Funding**

**Sources (if known):**

The Highway and Floodplain Division has budgeted for this expenditure in the FY 15/16 budget fund line 251-4010-9-413.700. This amount does not include any additional IGA work that will be order on a separate purchase order.

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**Attachments**

Bid Tabulation

Offer to the County

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Preliminary Bid Tabulation  
Cochise County Procurement Department  
IFB 15-37-HFP-04 – Low & High Volume Cover Material (chips)  
7/6/2016

Company Name: AGE Contracting, Inc., Nogales, AZ

Bid Item 1: Low Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$16.63 per ton	\$16.63 per ton	\$16.63 per ton	\$16.63 per ton

Bid Item 2: High Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$20.13 per ton	\$20.13 per ton	\$20.13 per ton	\$20.13 per ton

Company Name: Fisher Sand & Gravel, Tempe, AZ

Bid Item 1: Low Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$18.00 per ton	\$18.00 per ton	\$18.00 per ton	\$18.00 per ton

Bid Item 2: High Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$22.00 per ton	\$22.00 per ton	\$22.00 per ton	\$22.00 per ton



Preliminary Bid Tabulation  
Cochise County Procurement Department  
IFB 15-37-HFP-04 – Low & High Volume Cover Material (chips)  
7/6/2016

Company Name: Tombstone Gold & Silver, Inc., Tombstone, AZ

Bid Item 1: Low Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$14.50 per ton	\$14.50 per ton	\$14.25 per ton	\$14.00 per ton

Bid Item 2: High Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$14.50 per ton	\$14.50 per ton	\$14.25 per ton	\$14.00 per ton

Company Name: Maddux & Sons, Douglas, AZ

Bid Item 1: Low Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$18.50 per ton	\$18.50 per ton	\$18.50 per ton	\$18.50 per ton

Bid Item 2: High Volume Chips

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$20.25 per ton	\$20.25 per ton	\$20.25 per ton	\$20.25 per ton

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization  
Tombstone Gold & Silver, Inc

Mailing Address  
PO Box 1460

City, State and Zip Code  
21000079-Y

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)  
  
45-2706821

Federal Employer Identification Number

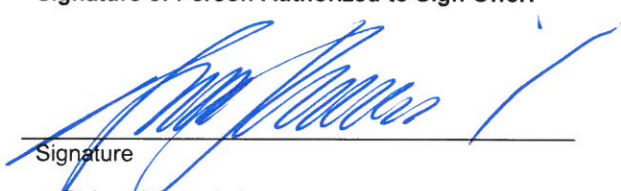
For clarification of this offer, contact:  
Brian Macnish

Name (Print)  
Vice President

Title (Print)  
516-376-2000

Phone Number  
bmacnish@cravencapital.com  
E-mail

**Signature of Person Authorized to Sign Offer:**

  
Signature  
Brian Macnish

Printed Name  
Vice President

Title  
516-376-2000

Phone Number  
bmacnish@cravencapital.com  
E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

Invitation for Bids #IFB 15-37-HFP-04  
Low & High Volume Cover Material (Chips)

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization

MADDUX & SONS, INC.

Mailing Address

DOUGLAS, AZ 85607

City, State and Zip Code

02007177

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

86-0254759

Federal Employer Identification Number

**For clarification of this offer, contact:**

CLINTON R. MADDUX

Name (Print)

VICE PRESIDENT

Title (Print)

520-364-7564

Phone Number

tvance@madduxsons.com

E-mail

**Signature of Person Authorized to Sign Offer:**

X

Signature

CLINTON R. MADDUX

Printed Name

VICE PRESIDENT

Title

520-364-7564

Phone Number

tvance@madduxsons.com

E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

SECTION SIX - OFFER TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization

Age Contracting

3190 N. Silver Hills Dr.

Mailing Address

NOGAYLES AZ 85621

City, State and Zip Code

12-007350T

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

86-0803507

Federal Employer Identification Number

For clarification of this offer, contact:

Larry HARVEY

Name (Print)

PRESIDENT / OWNER

Title (Print)

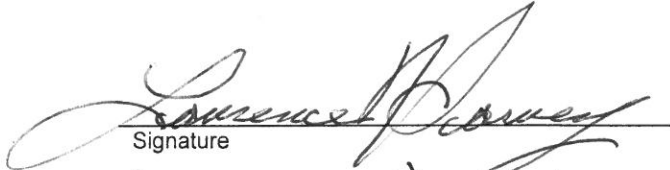
520 761-3590

Phone Number

admin@agecontracting.com

E-mail

Signature of Person Authorized to Sign Offer:



Signature

LAWRENCE HARVEY

Printed Name

PRESIDENT / OWNER

Title

520 761 3590

Phone Number

larry@agecontracting.com

E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

Invitation for Bids #IFB 15-37-HFP-04  
Low & High Volume Cover Material (Chips)

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Fisher Sand and Gravel

Name of Organization

1302 W Drivers way

Mailing Address

Tempe, AZ 85284

City, State and Zip Code

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

45-0308561

Federal Employer Identification Number

**For clarification of this offer, contact:**

Ben Schoonover

Name (Print)

Crushing Manager

Title (Print)

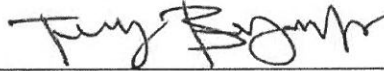
480-598-4771

Phone Number

bschoonover@fisherind.com

E-mail

**Signature of Person Authorized to Sign Offer:**



Signature

Jimmy Buamgartner

Printed Name

SW Division Manager

Title

480-730-1033

Phone Number

jimmyb@fisherind.com

E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 07/28/2015

Contract Award for Crushed Aggregate and Riprap

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Terry Hudson **TITLE of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) 15-38-HFP-04 for Crushed Aggregate Base Material and Riprap for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed estimated aggregate amount of \$155,000 for the period of August 1, 2015 through July 31, 2016.

**Background:**

IFB 15-38-HFP-04 was released on May 26, 2015. The bid was advertised in the Arizona Range News on June 3 and 10, 2015 and posted on the Public Purchase website. E-mail notifications were sent to twenty vendors. Five bids were received prior to the bid closing date and time of July 6, 2015 at 4:00 p.m. A bid tabulations is attached, the Contractors that are being recommended for award are as follows:

Maddux and Sons, Inc.  
 Tombstone Gold and Silver, Inc.  
 Fisher Sand and Gravel  
 AGE Contracting, Inc.  
 Empire Homes, Inc.

Individual orders are awarded to Contractors based on the following criteria:

1. Lowest Price based on material price and the negotiated delivery price at the time of order.
2. Availability of material in relationship to the project location.
3. Whether material is to be delivered or picked up by the County.

**Department's Next Steps (if approved):**

Execute contracts, process purchase order as required and monitor Contractor performance.

**Impact of NOT Approving/Alternatives:**



Procurement would be required to obtain quotes every time there is a need for crushed aggregate and riprap, which would result in possibly higher prices, and additional workload for both the Procurement and Highway and Floodplain Division.

**To BOS Staff: Document Disposition/Follow-Up:**

Obtain Board signature after approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐ **Funds Available:** ☐ **Amount Available:**  
**Unbudgeted:** ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Impact & Funding Sources (if known):**

The Highway and Floodplain Division has budgeted for this expenditure in the FY 15/16 budget fund lines:

251-4010-9-413.700 - \$85,000 crushed aggregate

261-4110-9-413.900 - \$50,000 riprap

261-4110-9-413.900 - \$20,000 crushed aggregate

This amount does not include any additional IGA work, this material will be ordered on separate purchase orders.

---

**Attachments**

Bid Tabulation

Offer to the County

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Preliminary Bid Tabulation  
Cochise County Procurement Department  
IFB 15-38-HFP-04 – Crushed Aggregate & Riprap  
7/6/2016

Company Name: Tombstone Gold & Silver, Inc, Tombstone, AZ

Bid Item 1: Crushed Aggregate

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$5.50 per ton	\$5.50 per ton	\$5.50 per ton	\$5.50 per ton

Bid Item 2: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 ¼" – 4"	\$15.00 per ton	\$15.00 per ton	\$15.00 per ton	\$14.50 per ton
3" – 6"	\$15.00 per ton	\$15.00 per ton	\$15.00 per ton	\$14.50 per ton
4" – 8"	\$15.00 per ton	\$15.00 per ton	\$15.00 per ton	\$14.50 per ton
4" – 12"	\$16.00 per ton	\$16.00 per ton	\$16.00 per ton	\$15.50 per ton
8" – 16"	\$16.00 per ton	\$16.00 per ton	\$16.00 per ton	\$15.50 per ton
8" – 24"	\$16.00 per ton	\$16.00 per ton	\$16.00 per ton	\$15.50 per ton

Company Name: Maddux & Sons, Douglas, AZ

Bid Item 1: Crushed Aggregate

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$8.50 per ton	\$8.25 per ton	\$8.00 per ton	\$8.00 per ton

Bid Item 2: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 ¼" – 4"	\$26.00 per ton	\$26.00 per ton	\$25.50 per ton	\$25.00 per ton
3" – 6"	\$26.00 per ton	\$26.00 per ton	\$25.50 per ton	\$25.00 per ton
4" – 8"	\$26.00 per ton	\$26.00 per ton	\$25.50 per ton	\$25.00 per ton
4" – 12"	\$26.00 per ton	\$26.00 per ton	\$25.50 per ton	\$25.00 per ton

Preliminary Bid Tabulation  
Cochise County Procurement Department  
IFB 15-38-HFP-04 – Crushed Aggregate & Riprap  
7/6/2016

Company Name: Maddux & Sons, Douglas, AZ (continued)

8" – 16"	\$29.00 per ton	\$29.00 per ton	\$28.50 per ton	\$28.00 per ton
8" – 24"	\$31.00 per ton	\$31.00 per ton	\$30.50 per ton	\$30.00 per ton

Company Name: Fisher Sand & Gravel, Tempe, AZ

Bid Item 1: Crushed Aggregate

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$7.00 per ton	\$7.00 per ton	\$6.75 per ton	\$6.50 per ton

Bid Item 2: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 ¼" – 4"	No Bid	No Bid	No Bid	No Bid
3" – 6"	\$12.00 per ton	\$12.00 per ton	\$12.00 per ton	\$12.00 per ton
4" – 8"	\$14.00 per ton	\$14.00 per ton	\$14.00 per ton	\$14.00 per ton
4" – 12"	\$14.00 per ton	\$14.00 per ton	\$14.00 per ton	\$14.00 per ton
8" – 16"	\$16.00 per ton	\$16.00 per ton	\$16.00 per ton	\$16.00 per ton
8" – 24"	No Bid	No Bid	No Bid	No Bid

Company Name: AGE Contracting, Nogales, AZ

Bid Item 1: Crushed Aggregate

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$11.50 per ton	\$11.50 per ton	\$11.50 per ton	\$11.50 per ton

Preliminary Bid Tabulation  
Cochise County Procurement Department  
IFB 15-38-HFP-04 – Crushed Aggregate & Riprap  
7/6/2016

Company Name: AGE Contracting, Nogales, AZ (continued)

Bid Item 2: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 ¼" – 4"	\$12.70 per ton	\$12.70 per ton	\$12.70 per ton	\$12.70 per ton
3" – 6"	\$21.80 per ton	\$21.80 per ton	\$21.80 per ton	\$21.80 per ton
4" – 8"	\$25.90 per ton	\$25.90 per ton	\$25.90 per ton	\$25.90 per ton
4" – 12"	\$25.90 per ton	\$25.90 per ton	\$25.90 per ton	\$25.90 per ton
8" – 16"	\$23.90 per ton	\$23.90 per ton	\$23.90 per ton	\$23.90 per ton
8" – 24"	\$23.90 per ton	\$23.90 per ton	\$23.90 per ton	\$23.90 per ton

Company Name: Empire Homes, Inc., Sonoita, AZ

Bid Item 1: Crushed Aggregate

1 to 500 tons	501 to 1,000 tons	1,001 to 5,000 tons	5,001 to 10,000 tons
\$8.50 per ton	\$8.25 per ton	\$8.00 per ton	\$7.75 per ton

Bid Item 2: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 ¼" – 4"	No Bid	No Bid	No Bid	No Bid
3" – 6"	No Bid	No Bid	No Bid	No Bid
4" – 8"	No Bid	No Bid	No Bid	No Bid
4" – 12"	No Bid	No Bid	No Bid	No Bid
8" – 16"	\$14.00 per ton	\$14.00 per ton	\$13.00 per ton	\$13.00 per ton
8" – 24"	No Bid	No Bid	No Bid	No Bid

COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

Invitation for Bids #IFB 15-38-HFP-04  
Crushed Aggregate Base Material & Riprap

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization

MADDUX & SONS, INC.

Mailing Address

DOUGLAS, AZ 85607

City, State and Zip Code

02007177

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

86-0254759

Federal Employer Identification Number

**For clarification of this offer, contact:**

CLINTON R. MADDUX

Name (Print)

VICE PRESIDENT

Title (Print)

520-364-7564

Phone Number  
tvance@madduxsons.com

E-mail

**Signature of Person Authorized to Sign Offer:**

X

Signature

CLINTON R. MADDUX

Printed Name

VICE PRESIDENT

Title

520-364-7564

Phone Number

tvance@madduxsons.com

E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization

PO Box 1460

Mailing Address

Tombstone AZ 85638

City, State and Zip Code

21000079-Y

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

45-2706821

Federal Employer Identification Number

**For clarification of this offer, contact:**

Brian Macnish

Name (Print)

Vice President

Title (Print)

516-376-2000

Phone Number

bmacnish@cravencapital.com

E-mail

**Signature of Person Authorized to Sign Offer:**



Signature

Brian Macnish

Printed Name

Vice President

Title

516-376-2000

Phone Number

bmacnish@cravencapital.com

E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_



COCHISE COUNTY  
PROCUREMENT DEPARTMENT  
1415 Melody Lane, Building C  
Bisbee, Arizona 85603

Invitation for Bids #IFB 15-38-HFP-04  
Crushed Aggregate Base Material & Riprap

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Fisher Sand and Gravel  
Name of Organization

1302 W Drivers way  
Mailing Address

Tempe, AZ 85284  
City, State and Zip Code

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

45-0308561  
Federal Employer Identification Number

**For clarification of this offer, contact:**

Ben Schoonover  
Name (Print)

Crushing Manager  
Title (Print)

480-598-4771

Phone Number  
bschoonover@fisherind.com  
E-mail

**Signature of Person Authorized to Sign Offer:**

  
Signature

Jimmy Buamgartner  
Printed Name

SW Division Manager  
Title

480-730-1033  
Phone Number

jimmyb@fisherind.com  
E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

SECTION SIX - OFFER TO THE COUNTY OF COCHISE:


The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization Age Contracting  
Mailing Address 3190 N. Silver Hills Dr.  
NOGALES AZ 85621  
City, State and Zip Code  
12-007350 T  
State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)  
86-0803507  
Federal Employer Identification Number

For clarification of this offer, contact:

Larry Harvey  
Name (Print)  
PRESIDENT  
Title (Print)  
(520) 761-3590  
Phone Number  
admin@agecontracting.com  
E-mail

Signature of Person Authorized to Sign Offer:

  
Signature  
LAURENCE HARVEY  
Printed Name  
PRESIDENT  
Title  
(520) 761-3590  
Phone Number  
larry@agecontracting.com  
E-mail

NO BID \_\_\_\_\_ Reason: \_\_\_\_\_

**SECTION SIX - OFFER TO THE COUNTY OF COCHISE:**

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Empire Homes, Inc.

Name of Organization

P.O. Box 637

Mailing Address

Sonoita, AZ 85637

City, State and Zip Code

12004510

State of Arizona Transaction (Sales) Privilege Tax  
License Number (if applicable)

86-0614893

Federal Employer Identification Number

**For clarification of this offer, contact:**

Yolanda Chap

Name (Print)

President

Title (Print)

520-455-5506

Phone Number

yolandaempire@qwestoffice.net

E-mail

**Signature of Person Authorized to Sign Offer:**



Signature

Yolanda Chap

Printed Name

President

Title

520-455-5506

Phone Number

yolandaempire@qwestoffice.net

E-mail

**NO BID** \_\_\_\_\_ **Reason:** \_\_\_\_\_

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/28/2015

Approval - 2015 Exemptions (Late Filers)

**Submitted By:** Maureen Bandosz, County Assessor

**Department:** County Assessor

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve

**# of ORIGINALS  
Submitted for Signature:** 0

**NAME  
of PRESENTER:** Philip S. Leiendecker

**TITLE  
of PRESENTER:** Assessor

**Mandated Function?:** Federal or State Mandate

**Source of Mandate  
or Basis for Support?:** ARS 42-11153B

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve the Assessor's recommendation to approve the attached list of 79 property tax exemption applications which qualify for the exemption but were filed with the Assessor after the statutory filing deadline of March 1, 2015.

**Background:**

ARS 42-11153(B) allows the County Board of Supervisors to grant a qualified property tax exemption to a taxpayer who files their exemption after the March 1 filing deadline but prior to the setting of the tax rate for tax year 2015. See attached copy of statute and late filer list.

**Department's Next Steps (if approved):**

Upon approval, Assessor will implement property tax exemptions for the 2015 tax roll.

**Impact of NOT Approving/Alternatives:**

The 79 property owners per the attached list would be denied the 2015 property tax exemption.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

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**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☒

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2015

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

Fiscal Impact is a reduction of the net assessed value in the amount of \$340,817.

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**Attachments**

ARS Web Extract\_ Statute #42-11153B



1. When initially claiming the exemption, appear before the county assessor to make an affidavit as to the person's eligibility. If a personal appearance before the county assessor would create a severe hardship, the county assessor may arrange a mutually satisfactory meeting place to make an affidavit as to the person's eligibility.

2. When claiming the exemption in subsequent years, appear before the county assessor or a notary public to make an affidavit as to the person's eligibility.

3. Fully answer all questions on the eligibility form or otherwise required by the assessor for that purpose.

B. At the assessor's discretion, the assessor may require additional proof of the facts stated by the person before allowing an exemption.

C. A person who is in the United States military service and who is absent from this state or who is confined in a veterans' hospital or another licensed hospital may make the required affidavit in the presence of any officer who is authorized to administer oaths on a form obtained from the county assessor.

D. A false statement that is made or sworn to in the affidavit is perjury.

#### **42-11153. Deadline for filing affidavit**

A. Except as provided in section 42-11104, subsection E, section 42-11109, subsection B, section 42-11110, subsection B, section 42-11111, subsection H, section 42-11131, subsection C and section 42-11132, subsection C, a failure by a taxpayer who is entitled to an exemption to make an affidavit or furnish evidence required by this article between the first Monday in January and March 1 of each year constitutes a waiver of the exemption.

B. If a widow, widower or person with a disability whose property is exempt from tax under section 42-11111, or an organization that is exempt from federal income tax under section 501(c) of the internal revenue code and is exempt from property tax under article 3 of this chapter, submits a petition after the deadlines prescribed by subsection A of this section, the person or organization may have the waiver redeemed by the county board of supervisors at any regular meeting, except that no taxes that were due and payable before the petition was submitted may be refunded or abated.

#### **42-11154. Establishing nonprofit status**

For the purposes of article 3 of this chapter:

1. Nonprofit organization status may be established by a letter of determination issued in the organization's name by the United States internal revenue service or the department of revenue recognizing the organization's tax exempt status under section 501(c)(3) of the internal revenue code or under section 43-1201.

2. The requirement that property is not used or held for profit may be met by a letter of determination described in paragraph 1 of this section and issued in the name of the organization holding title to the property and for each organization using the property.

#### **42-11155. Property owned by charitable institutions but used for other purposes**

The exemptions provided by article 3 of this chapter relating to charitable institutions do not apply to property owned by charitable institutions but primarily held or used by others whose use is not exempt from taxation by article 3 of this chapter or by the Constitution of Arizona.



## 2015 EXEMPTIONS (LATE FILERS)

<u>NAME - INDIVIDUAL EXEMPTIONS</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
ACOSTA HUMBERTO	D	408-20-095	3,724
BARNES GEORGE	D	407-53-004	3,724
CARBAJAL RICARDO	D	103-60-176	3,724
CARRILLO JOSE LUIS	D	410-07-384	3,724
DARNIELLE CAREY	D	102-05-086	2,459
DARNIELLE JILL	D	102-05-086	3,724
FISHER MICHAEL LEE	D	104-02-024K	3,724
FRAWLEY CHARLES	D	124-15-164	3,724
GAMACHE JOSEPH	D	107-74-143	3,724
GARNER JOSEPH	D	106-78-112	3,724
GERALD THOMAS L	D	403-30-007A	3,724
GOODMAN ROY	D	103-62-256	3,724
GUILLORY CHARLES	D	40326027B	3,393
HERNETT KATHRIN J	D	104-75-021	3,724
HESS JOHN	D	109-25-009	3,724
HOOPER BERNIE	D	M930015101	2,360
JAIME DONNA	D	109-10-112	3,724
JAIME SALVADOR	D	109-10-112	3,724
JAMES RICHARD	D	107-51-271	3,724
JIROUSEK ARTHUR J	D	107-71-051	1,875
LANGHAM ROBERT	D	102-31-003	3,724
LAPOLLO JOHN J	D	104-17-025	3,724
LOFFREDO WILLIAM	D	116-13-294	3,724
POTTER LONNIE	D	108-38-001P	3,724
MEDEGUARI ELVIA	D	409-20-126	3,724
MONTGOMERY RICHARD T	D	107-63-012F	3,724
RANDALL TRACY D	D	105-03-068	3,724
RUOZI DAVID	D	205-12-347A	333
SCHILB BARTA SUE	D	107-56-256	3,724
SHAPRIO MARTIN E	D	107-84-052	3,724
THOMAS BARBARA	D	106-48-113	3,724
THOMAS DAVID	D	106-48-113	3,724
TRUMP DENNIS A	D	104-27-031Q	3,724
VALENCIA JOAQUIN	D	409-19-005	3,724
VALIQUETTE CAROL S	D	106-04-096	3,724
YOUNG PATSY S	D	405-46-029	591
ARVIZO JOHNNY O	R	203-31-114	3,724
CHARLES FRAWLEY	R	124-15-164	3,724
HEATER KENNETH W	R	202-31-012	3,724
HUMPHREY ALLEN L	R	104-02-023W	3,724
KELLER JOHN J.	R	123-24-046	3,724
RUTERMAN RICHARD A	R	105-52-011	3,724
SWEEPE DAVID PAUL	R	124-03-176B	3,724
TRAPPMAN ED	R	403-11-002	3,724
ALLEN MARGARET E	W	104-56-014	3,724
AVERY ARMIDA	W	105-88-111	3,724
BEATTY DIANNA E	W	106-63-168	3,724
BRODELL BARBARA ANN	W	104-14-020A	3,724
CHAVEZ MARIA E	W	408-29-090	3,724
COLWELL MARILYN	W	410-16-019	3,075
COOK MARY LOUISE	W	124-03-359	3,724
DANDURAND FELICIA LYNN	W	405-34-003B	3,503
ELFORD ROBERTA A	W	109-21-035A	3,724
GARDNER LINDA SUE	W	101-11-122	3,724

## 2015 EXEMPTIONS (LATE FILERS)

<u>NAME - INDIVIDUAL EXEMPTIONS</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
HARRISON MARY	W	107-78-210	3,724
HAZLETT MARDEL	W	104-76-040L	3,724
HEMSTREET E. JOY	W	124-17-012	265
HOPP JEANNIE	W	106-03-043A	3,724
JOHNSON DELLENA S	W	105-92-077	3,724
KING MARY	W	104-76-049N	3,645
LELAND DORA	W	123-22-100D	3,724
LOCKWOOD DARLENE	W	107-78-656	3,724
MELTON CAROL	W	106-71-249	3,724
MENDOZA RACHEL	W	107-62-005K	3,724
NELSON ELAINE	W	410-20-085	3,724
NOURSE UN SUK	W	105-05-364	3,724
ORR ELIZABETH	W	105-14-035	3,724
PHILIPPS SELENA	W	305-53-018A	3,724
PORTER M CATHERINE	W	107-31-013	3,724
RUBIO ROSA	W	106-71-274	3,724
SALAI SANDRA	W	101-12-115B	3,724
SCHIMERLING TOBY L	W	105-97-498	3,724
TOWNSEND MARGIE H	W	410-33-066	3,724
UNDERWOOD JANE N	W	105-56-054	3,724
VALENZUELA EVA	W	409-02-009	3,309
WEINSCHENKER ALBERTA M	W	105-39-062C	3,724
WOOD EVELYN B	W	101-02-005	3,724

<u>NAME - NON-PROFIT/RELIGIOUS ORGANIZATIONS</u>	<u>TYPE</u>	<u>PARCEL ID</u>	<u>A.V. EXEMPTED</u>
JEWISH HISTORY MUSEUM	ARS 42-11109	O 409-30-005	3,200
MOUNTAIN VIEW SO. BAPTIST	ARS 42-11109	O 103-31-030	67,025

TOTAL ADDITIONAL EXEMPT AMOUNT (LATE FILERS PENDING BOARD APPROVAL)	<b>\$340,817</b>
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<u>TYPE</u>	<u>SUMMARY</u>
D	100% DISABLED 36
R	WIDOWERS 8
W	WIDOWS 33
O	ORGANIZATIONS 2
<b>TOTAL NUMBER</b>	
	<b>79</b>

2015 TOTAL ASSESSED VALUE (12/31/2014 PRIMARY ABSTRACT)	<b>\$1,022,184,331</b>
<b>EXEMPT AMOUNT (12/31/2014 PRIMARY ABSTRACT)</b>	<b>(\$101,600,965)</b>
2015 NET ASSESSED VALUE (12/31/2014 PRIMARY ABSTRACT)	<b>\$920,583,366</b>
<b>2015 EXEMPT ASSESSED VALUE (LATE FILERS)</b>	<b>(\$340,817)</b>
2015 AMENDED NET ASSESSED VALUE (PRIMARY)	<b>\$920,242,549</b>

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/28/2015

Approve Crime Victim Compensation Program Grant, ACJC Grant No. VC-16-050

**Submitted By:** Annette Weems, County Attorney

**Department:** County Attorney

**Presentation:**

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS** 3

**Submitted for Signature:**

**NAME  
of PRESENTER:**

**TITLE  
of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

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**Information**

**Agenda Item Text:**

Approve the Crime Victim Compensation Grant No. VC-16-050 in the amount of \$74,506 for the period of July 1, 2015 through June 30, 2016.

**Background:**

The award amount of \$74,506 is to be used by the Cochise County Attorney's Victim Witness Program to provide crime victims within Cochise County compensation for injuries and losses received as a result of an incident. The grant allows \$11,400 in administrative costs which is used to pay salary and EREs for the Victim Comp Coordinator; training/travel and a small amount for office supplies. There are no match funds necessary for this grant. Fiscal Impact & Funding Sources: There is no transfer-in from any county account. This fund is fully grant monies.

**Department's Next Steps (if approved):**

Obtain 2 signed original agreements to forward to the Arizona Criminal Justice Commission for their signatures.

**Impact of NOT Approving/Alternatives:**

This is a mandated service and Cochise County would be at fault. Also, victims in Cochise County would not receive compensation.

**To BOS Staff: Document Disposition/Follow-Up:**

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) original Agreements to CAO after Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

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**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2015-2016

**One-time Fixed Costs? (\$\$\$):** 0

**Ongoing Costs? (\$\$\$):** 0

**County Match Required? (\$\$\$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** \$19,685

**Source of Funding?:** Grant

**Fiscal Impact & Funding Sources (if known):**

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**Attachments**

Cochise County Grant Approval Form - ACJC VC-16-050- 2015  
Grant Agreement ACJC VC-16-050- 2015

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# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant <input type="checkbox"/> Yes <input type="checkbox"/> No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? ☐ Yes ☐ No If yes, dollar amount \$ \_\_\_\_\_

Has this amount been budgeted? ☐ Yes ☐ No Identify Funding Source: \_\_\_\_\_

Federal Catalog of Federal Domestic Assistance (CFDA) No: \_\_\_\_\_

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☐

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation \_\_\_\_\_

b) Amount of overhead allowed by grant \_\_\_\_\_ County subsidy (a-b) \_\_\_\_\_

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount \$ \_\_\_\_\_ OR percentage allowed \_\_\_\_\_ %

Number of new positions that will be funded from grant: \_\_\_\_\_ Number of existing positions funded from grant: \_\_\_\_\_



**ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM COMPENSATION PROGRAM  
GRANT AGREEMENT**

ACJC Grant Number VC-16-050  
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)

This Grant Agreement is made this 15th day of June, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County, through Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager

## B. If to the GRANTEE:

Cochise County Attorney's Office  
P.O. DRAWER CA  
Bisbee, Arizona, 85603  
Attn: The Honorable Doyle Johnstun

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$6,500.00
Fringe Benefits (for salaries/overtime)*	\$3,080.00
Overtime	\$0.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$170.00
Travel Out-of-State	\$1,370.00
Benefits	\$63,106.00
Operating Expenses:	
Supplies	\$280.00
Registration/Training	\$0.00
Other	\$0.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
<b>TOTAL</b>	<b>\$74,506.00</b>
Positions Funded: N/A	
Account Clerk II (1.00)	

\*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$74,506.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if



so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.  
  
Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.  
**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
July 1 to September 30	October 25
October 1 to December 31	January 25
January 1 to March 31	April 25
April 1 to June 30	July 25

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 10

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.  
**Link:** *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

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29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
  30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
  31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
  32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
  33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
  34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
  35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
  36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
  37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the

Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
**Link:** *OMB Circulars:* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.  
**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)  
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>  
ACJC Grant Management Reference Manual:  
[http://www.azcjc.gov/ACJC.Web/pubs/home/021104\\_Manual\\_GrantReferenceManual.pdf](http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf)
42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.  
**Link:** *OJP Training Guide Principles for Grantees and Subgrantees*  
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2014-VC-GX-0004 and 2015-VC-GX-0004 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
- "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
- Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of

Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

**Link:** [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm)

53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).
54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
55. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
- Link:** <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
- Link:** <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

**Link:** [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.



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66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
71. GRANTEE understands and agrees that (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

75. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission  
**CRIME VICTIM COMPENSATION PROGRAM**  
**GRANT AGREEMENT CONTINUATION SHEET**  
**SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
3. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
4. The GRANTEE understands that \$11,400 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
5. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
6. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
7. The GRANTEE shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 10 days of expiration of this award.
8. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (<http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm>).

9. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
10. The GRANTEE agrees to seek and order all available restitution owed to the program.
11. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
12. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.
13. The GRANTEE agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 42 U.S.C. 10601 et. seq. The GRANTEE agrees that upon receipt for a request for such information pursuant to A.R.S. § 39-121, it shall inform the party seeking the information that the information is immune from legal process pursuant to federal law, specifically 42 U.S.C. 10604d.
14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

Authorized Official Initials: 

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

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Chair of Board of Supervisors

Date

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Printed Name and Title**Approved as to form and authority to enter into Agreement:**  
Legal counsel for GRANTEE  
Date  
  
Printed Name and Title**Statutory or other legal authority to enter into Agreement:**  
A.R.S. § 11-251, -532

Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

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John A. Blackburn Jr., Executive Director  
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## Exhibit "A" Page 2

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by

facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.





ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Administrative Funds Guidelines  
Exhibit "B"**

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The use of administrative monies from the Crime Victim Compensation fund is limited to costs incurred in administering the Crime Victim Compensation Program in each county.

Administrative expenses are limited to a set amount approved annually by the Commission. Eligible costs may include:

- Percentage of salary and employee related expenses for personnel involved in the administration of the Crime Victim Compensation Program as it correlates to the percentage of time spent in the function of administering Crime Victim Compensation Program activities and reporting requirements.
- Percentage of costs for overhead including office space and utilities that is directly connected to the administration of the Crime Victim Compensation Program.
- The percentage of cost for equipment that is directly related to percentage of use the equipment is utilized for the administration of the Crime Victim Compensation Program.
- The percentage of supplies and postage that are directly associated with the administration of the Crime Victim Compensation Program. Food and drink costs are not permitted.
- Travel expenses connected to the Crime Victim Compensation Program limited to:
  - Reimbursement of mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Board members to attend Compensation Board meetings and Crime Victim Compensation Program training. Reimbursement will be in accordance with each county's travel regulations.
  - Reimbursement to staff for mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Program training, program outreach, and administration of Crime Victim Compensation claims. Reimbursement will be in accordance with each county's travel regulations.
  - Reimbursement of travel costs, authorized per diem and lodging for out-of-state travel for two people per fiscal year, including operational unit compensation program staff or board members, to attend training directly related to administration of the Crime Victim Compensation Program. Reimbursement will be in accordance with each county's travel regulations.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/28/2015

Demands

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**NAME** n/a  
**of PRESENTER:**

**Mandated Function?:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**TITLE** n/a  
**of PRESENTER:**

**Source of Mandate  
or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

Auditor-General's requirement for Board of Supervisors to approve.

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

Board of Supervisors will not be in compliance with State law.

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Meeting Date:** 07/28/2015

Renew grant from SEAGO to CHSS for Case Management and Family Caregiver Support Services

**Submitted By:** Mary Gomez, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** N/A**of PRESENTER:****TITLE** N/A**of PRESENTER:****Mandated Function?:** Not Mandated**Source of Mandate  
or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

**Information****Agenda Item Text:**

Approve Subaward Agreement 107-16 between SouthEastern Arizona Government Organization (SEAGO) and Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program to continue to provide Case Management and Family Caregiver Services in the amount of \$247,019 for the period of July 1, 2015 through August 31, 2016 with renewal options.

**Background:**

CHSS first entered into a contract with SEAGO in July 1991 to provide Case Management services to the elderly and disabled residents of Cochise County. Prior to this date, the Department of Health Services had provided Case Management for people receiving County funded Home and Community Based services as well as for the County's Long Term Care clients. In September 2001 Cochise Aging & Social Services, Area Agency on Aging Case Management program entered into an additional contract with SEAGO to provide Case Management and Education for family caregivers. The purpose being to focus on the caregiver and services that would help reduce some of the physical and emotional stress that accompanies caring for loved ones at home. Funding for the Case Management Program is provided by a contract with the Area Agency on Aging which is part of SEAGO. Funding consists of Older American Act and Title XX Social Service Block Grant funding in addition to State and Cochise County Funds. Funding for Case Management and Education for Caregivers is provided by a contract with SEAGO. Funding consists of National Family Caregiver Support Program Grant funding and County funds. The National Family Caregiver Support Program is funded under the Older American Act. Case management is an important Home and Community Based Service. Case managers accept the initial referral; perform an in-depth assessment of the client's and family's physical, social and psychological needs. Case managers examine the client's support system, their financial status, the need for in-home services such as personal care, housekeeping, home delivered or congregate meals, respite services, the safety of the home, the client's nutritional status, etc. After the assessment, the case manager and client, family and/or support persons establish a plan for that client that may include Home and Community based services. Area Agency on Aging Case Managers are Information and Referral Specialists for the elderly population. In addition to assessing clients and arranging for Home and Community Based Services the case manager refers and assists clients in applying for numerous programs and services from which the client could benefit and advocates for clients and families when necessary to obtain needed services. Case managers provide clients and families with information regarding their disabilities and medical conditions, advance directives and on the role as a caregiver. They assist clients in finding transportation to medical and other services. They can assist clients in finding private pay assistance. Home and Community Based Services are services provided to clients in their homes and are intended to prevent premature institutionalization and/or enrollment in the ALTCS program. This delay in need of ALTCS services is financially beneficial to the County. Clients who are found eligible for in home services under AAA funding are then prioritized on the basis of the level of their need and the availability of services. Unfortunately, there is never enough funding to meet the needs of all the County residents who are in need of these services so clients may be placed on a waiting list for services or given referrals for other services. There is no charge for any of these services or for Case Management services, although donations are welcome. The goal of this program is to assist Cochise County residents who are age 60 and over and/or their family caregivers by providing information and assistance in accessing services that will help older adults stay in their own homes and communities. The goal of an Area Agency on Aging is to enable older people to maintain maximum independence and dignity in the least restrictive environment and to delay institutionalization and/or ALTCS enrollment if at all possible.

**Department's Next Steps (if approved):**

Continue providing these services with existing program staff.

**Impact of NOT Approving/Alternatives:**

Would not be able to provide services to these vulnerable individuals and the ALTCS enrollment for Cochise County would likely rise significantly. Services are currently being provided to 461 County residents. As of 2013, the county's assessment per person enrolling on ALTCS was \$4,900 annually.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send two signed copies back to department for execution.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☒

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** FYE 2016

**One-time Fixed Costs? (\$\$\$):** 0

**Ongoing Costs? (\$\$\$):** 335,019

**County Match Required? (\$\$\$):** 88,000

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

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**Attachments**

[Grant Approval Form](#)

[SEAGO Agreement](#)

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To view the full contents of this document, you need a later version of the PDF viewer. You can upgrade to the latest version of Adobe Reader from [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html)

For further support, go to [www.adobe.com/support/products/acrreader.html](http://www.adobe.com/support/products/acrreader.html)



**SouthEastern Arizona Governments Organization  
Area Agency on Aging, Region VI**

**SUBAWARD AGREEMENT**

**BETWEEN**

**THE SEAGO AREA AGENCY ON AGING ("SEAGO")**

**AND**

**THE SERVICE AGENCY (THE "SUBRECIPIENT") SET FORTH BELOW**

The subrecipient is a:      Non Profit Corporation,      For Profit Corporation or   X   Public Agency.

**WHEREAS**, SEAGO is duly authorized to execute and administer subawards for the provision of direct services under the Area Plan on Aging, and

**WHEREAS**, SEAGO desires that the Subrecipient deliver services and the Subrecipient has agreed to deliver services pursuant to the terms and conditions contained herein, and

**WHEREAS**, this Subaward Agreement (hereinafter "Subaward") shall consist of the Subaward Agreement General Provisions; the proposal and Service Delivery Plan submitted by the Subrecipient in response to the SEAGO Request for Proposals 2014-2015, and any subsequent amendments thereto; the Proposal Submittal Requirements for each service; the Service Specifications for each service; and any exhibits and/or documents referenced or included in the Solicitation. All of the above documents are hereby incorporated into this Subaward by reference as if fully set forth herein.

**NOW THEREFORE**, SEAGO and the Subrecipient agree to abide by all the terms and conditions set forth in this Subaward.

FOR AND ON BEHALF OF THE  
**SEAGO AREA AGENCY ON AGING**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Randy Heiss, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
107-16

\_\_\_\_\_  
Subaward Identification No.

FOR AND ON BEHALF OF

**Cochise Health & Social Services**  
\_\_\_\_\_  
Subrecipient

\_\_\_\_\_  
Mary Gomez, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNEX A****PROGRAM ADMINISTRATION SECTION****1.0 Authorized Signatory for Subrecipient:**

- 1.1 Cochise Health & Social Services 86-6000398  
Subrecipient Name Federal Employer Identification No.
- 1415 Melody Lane Bldg A, Bisbee, AZ 85603 520-432-9400  
Address Phone Number
- 020126041-0000  
DUNS Number
- 1.2 Mary Gomez Director  
Name of Authorized Signatory Title

is the signatory to this Subaward on behalf of the Subrecipient and is responsible for the delivery of services during the term of this Subaward.

- 1.3 In the absence of the principal authorized signatory named above, Vicki Haviland  
Name  
Public Fiduciary is authorized to sign this Subaward and any amendments thereto on behalf of  
Title  
the Subrecipient.

**2.0 Notices:**

- 2.1 The SEAGO AAA shall address all notices relative to this Subaward to the attention of:

Mary Gomez, Director  
Name and Title

1415 Melody Lane Bldg A, Bisbee, AZ 85603 520-432-9400  
Address Phone Number

- 2.2 The Subrecipient shall address all notices relative to this Subaward to the attention of:

Laura Villa, AAA Program Manager  
Name and Title

SEAGO Area Agency on Aging  
Division/Office

300 Collins Road, Bisbee, AZ 85603 (520) 432-2528  
Address Phone Number



**3.0 Subaward Term:**

This Subaward shall begin on July 1, 2015 and shall terminate on August 31, 2016 and may be renewed for additional years.

The Period of Performance for this Subaward shall begin on shall begin on July 1, 2015 and shall terminate on June 30, 2016.

**4.0 Subaward Purpose:**

X A. Older Americans Act:

Program Goal:

To provide the services specified in 5.3 to eligible older persons in accordance with the Older Americans Act of 1965, as amended. The target populations, problems and needs are identified and specified in the Area Agency on Aging Area Plan for services and the Area Plan amendments.

X B. Social Service Block Grants:

Program Goals:

- (1) Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency.
- (2) Achieve or maintain self-sufficiency, including reduction or prevention of dependency.
- (3) Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests; or preserve, rehabilitate, or reunite families.
- (4) Prevent or reduce inappropriate institutional care by providing for community-based care or other forms of less intensive care.
- (5) Secure referral or admission for institutional care when other forms of care are not appropriate.

**5.0 Subaward Services and Service Delivery:**

**5.1 Service Specifications:**

Each service to be provided under this Subaward shall be delivered in accordance with the requirements indicated in the applicable Service Specifications. Subrecipient shall deliver the number of units of each service identified in Annex B.

SEAGO reserves the right to request further clarification of the service delivery plan at any time.

## 5.2 Lower Tier Subrecipients:

\_\_\_ A portion of the services to be provided under this Subaward shall be delivered by Lower Tier Subrecipients as identified in Section 5.5 of this Annex. Subrecipient understands and warrants no work shall be performed by a Lower Tier Subrecipient until the Lower Tier Subaward Agreement document has been reviewed by and approved in writing by the authorized Area Agency on Aging representative.

## 5.3 Subaward Services: (Check all services Subrecipient will deliver.)

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Case Management    | <input type="checkbox"/> Housekeeping                  | <input type="checkbox"/> Community Nursing      |
| <input type="checkbox"/> Congregate Meals              | <input type="checkbox"/> Personal Care                 | <input type="checkbox"/> Caregiver Adaptive Aid |
| <input type="checkbox"/> Home Delivered Meals          | <input type="checkbox"/> Caregiver Home Repair         | <input type="checkbox"/> Legal Assistance       |
| <input type="checkbox"/> Transportation                | <input type="checkbox"/> Home Nursing                  | <input type="checkbox"/> In-Home Respite        |
| <input checked="" type="checkbox"/> Caregiver Outreach | <input checked="" type="checkbox"/> Caregiver Training |   |

## 5.4 Eligibility Criteria, Intake Procedures, and Case Records:

## 5.4.1 Eligibility Criteria

Eligibility for each service is specified in SEAGO Service Specifications. Eligibility for in-home services shall be determined by Case Managers authorized by SEAGO. Eligibility is generally restricted to older individuals aged 60 or older, unless Social Services Block Grant funding allows for services to disabled individuals under age 60.

## 5.4.2 Intake Procedures

- A. Intake for Respite, Home Delivered Meals, Housekeeping, Personal Care, and Home Nursing shall be through the Subrecipient Case Management agency authorized by SEAGO.
- B. Subrecipients providing the services specified in "A" above may only serve clients who have been determined eligible by the Case Management agency.
- C. Case Management agencies shall comply with the intake procedures specified in the SEAGO AAA Program Instructions and the DES/DAAS Policy Manual.
- D. Subrecipients providing Congregate Meals, Legal Assistance, or Transportation services shall complete a SEAGO Application/Registration Form on every individual that is to receive any services and shall submit the original of this form to SEAGO.

## 5.4.3 Case Records

- A. Subrecipient shall maintain daily service records identifying the clients that receive services, the dates each client received services, and the units of service each client

received by date.

- B. Individual client files shall be maintained on persons receiving In-Home Respite, Home Delivered Meals, Housekeeping, Personal Care, and Home Nursing and these files must include documentation of service planning by the Case Management agency.
- C. In-Home Respite, Housekeeping, Personal Care, and Home Nursing providers shall maintain individual client files, which shall include documentation specified in the “Area Agency on Aging Requirements” section of the Service Specifications.
- D. Case Management agencies shall maintain individual client files, which include the documentation specified in the SEAGO Program Instructions.

5.4.4 Project Income and Cost Sharing

The Subrecipient commits to not denying service to any client solely because that client refuses to make a donation.

The Subrecipient shall solicit voluntary donations from clients for services received.

The Subrecipient commits to inform clients of their share of the cost for lifespan respite. Payments made shall be voluntary/and failure to pay shall not be a reason to deny service.

5.5 List of Lower Tier Subrecipients:

The following service(s) to be provided under this Subaward shall be delivered by the Lower Tier Subrecipient(s) listed below:

<u>Service(s)</u>	<u>Lower Tier Subrecipient</u>
-------------------	--------------------------------

## FACILITY LOCATION CHART

Contract Services shall be delivered only at the facilities and locations specified below and will be available during hours of operation indicated\*.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	S U B	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE
<b>COCHISE HEALTH &amp; SOCIAL SERVICES</b> 4 Ledge Ave Third Floor P.O. Box 4279 BISBEE, AZ 85603 520-432-9669 Vicki Haviland 520-432-9680 AAA main line 520-432-9682 Kerri Colin 520-432-9683 Keturah McCleave Fax 520-432-9658	<ul style="list-style-type: none"> <li>• Case Management</li> <li>• Caregiver Case Management</li> <li>• Caregiver Training</li> <li>• Caregiver Outreach</li> </ul>		8:00AM-5:00PM MON-THU	Bisbee Elfrida McNeal Hereford Miracle Valley Palominas
126 W. 5TH ST SUITE 204 BENSON, AZ 85602 520-586-8190 Main Line 520-586-8191 Marla Tamez 520-586-8192 Gloria Acuna Fax 520-586-1503	<ul style="list-style-type: none"> <li>• Case Management</li> <li>• Caregiver Case Management</li> <li>• Caregiver Training</li> <li>• Caregiver Outreach</li> </ul>		7:00AM-4:30PM MON-THU	Benson Pomerene J-6/Mescal Willcox Dragoon Sunsites Sunizona Bowie San Simone Saint David Tombstone
1012 N. G Avenue, Suite 101 DOUGLAS, AZ 85607 520-805-5631 Yolanda Thomas Fax 520-364-5453	<ul style="list-style-type: none"> <li>• Case Management</li> <li>• Caregiver Case Management</li> <li>• Caregiver Training</li> <li>• Caregiver Outreach</li> </ul>		7:00AM-5:30PM MON-THU	Douglas
4115 E FOOTHILLS DRIVE SIERRA VISTA, AZ 85635 520-803-3950 Seana Riffle Fax 520-439-9178	<ul style="list-style-type: none"> <li>• Case Management</li> <li>• Caregiver Case Management</li> <li>• Caregiver Training</li> <li>• Caregiver Outreach</li> </ul>		7AM-5:30PM TUE-FRI	Sierra Vista Huachuca City
			<b>CASE MANAGERS' SCHEDULES MAY VARY.</b>	

The Contractor's Administrative office will not be open on the holidays marked below (*darken box for applicable holiday*):

<input checked="" type="checkbox"/> New Year's Day	<input type="checkbox"/> Good Friday	<input type="checkbox"/> Yom Kippur	(Other Holidays)
<input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday	<input checked="" type="checkbox"/> Memorial Day	<input type="checkbox"/> Columbus Day	<input checked="" type="checkbox"/> Day after Thanksgiving
<input type="checkbox"/> Lincoln's Birthday	<input checked="" type="checkbox"/> Independence Day	<input checked="" type="checkbox"/> Veteran's Day	<input type="checkbox"/> _____
<input type="checkbox"/> Washington's Birthday	<input checked="" type="checkbox"/> Labor Day	<input checked="" type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> President's Day	<input type="checkbox"/> Rosh Hashanah	<input checked="" type="checkbox"/> Christmas Day	<input type="checkbox"/> _____
<input type="checkbox"/> The holidays indicated above apply only to the administrative office; services are provided 24 hours.			

**ANNEX B**

**COMPENSATION SECTION**

**1.0 METHOD OF COMPENSATION**

The method of compensation governing this subaward shall be:

- ☒ Fixed Rate for SEAGO AAA state and federal funds for services identified in 2.1.
- ☒ Cost Reimbursement for SEAGO AAA state and federal funds for services identified in 2.2.

**2.0 COMPENSATION**

Upon timely receipt of required reporting documents, subject to availability of funds, SEAGO shall reimburse the Subrecipient on a monthly basis in accordance with Section 56, Payments of the Subaward Agreement General Provisions for actual, allowable costs incurred in the delivery of services (cost reimbursement), or units of service delivered (fixed rate) during the term of the subaward consistent with the approved Subaward Agreement Operating Budget contained herein.

## 2.1 Fixed Rate

SEAGO Area Agency on Aging			
Subaward Operating Budget for Period: July 1, 2015 to June 30, 2016			
Subrecipient: <b>Cochise County Health and Social Services/Public Fiduciary</b>			
Subaward #: 107-16 866000398			
SERVICE	CMG-HCB	CMG-FCS/CM5	ADP-FCS/AD5
Deliverable Units	8128.00	1224.00	0.00
Fixed Rate			
Unit Rate	\$47.00	\$47.00	\$89.00
Total Cost	\$ 382,016.00	\$57,528.00	\$ -
Funding Breakdown			
ALTCS	\$ -	\$ -	\$ -
Project Income	\$ -	\$ -	\$ -
Non-Federal In-Kind	\$ 134,987.00	\$ 9,792.00	\$ -
Non-Federal Cash	\$60,085.00	\$ -	\$ -
Other Federal	\$ -	\$ -	\$ -
Total Other Funding	\$ 195,072.00	\$ 9,792.00	\$ -
SEAGO Subaward	\$ 186,944.00	\$ 47,736.00	\$ -

## 2.2 Cost Reimbursement

SEAGO Area Agency on Aging				
Subaward Operating Budget for Period: July 1, 2015 to June 30, 2016				
Subrecipient: <b>Cochise County Health and Social Services/Public Fiduciary</b>				
Subaward #:	107-16	866000398		
SERVICE	OTR-FCS		CGT-FCS	
Deliverable Units	42.00		16.00	
Cost Reimbursement				
Total Cost	\$9,882.00		\$ 6,667.00	
Funding Breakdown				
				\$
ALTCS	\$	-	\$	-
				\$
Project Income	\$	-	\$	-
				\$
Non-Federal In-Kind	\$2,682.00		\$ 1,528.00	-
				\$
Non-Federal Cash	\$	-	\$	-
				\$
Other Federal	\$	-	\$	-
Total Other Funding	\$2,682.00		\$ 1,528.00	\$ -
SEAGO Subaward	\$7,200.00		\$ 5,139.00	\$ -

### 3.0 COMPENSATION REQUIREMENTS

Payment shall be subject to the following limitations and exceptions:

1. Title 45 CFR Part 75, Section 75.305 requires payment be made within 30 days after receipt of payment request.
2. **The Subrecipient shall bill all available third party payors including AHCCCS acute care providers, ALTCS, Medicare, or private insurance, before requesting any of the funds identified under 2.0 above. SEAGO AAA shall be the payor of last resort.**
3. Payment for services which are case managed shall only be made for units that are within authorization levels and time frames.
4. Failure to comply with reporting requirements specified under Section 4.0 below will result in immediate cessation of disbursement of funds by SEAGO AAA to the Subrecipient until the required reports are received.
5. Subrecipient agrees to adhere to the approved Subaward Agreement Operating Budget, contained in this Annex, within the tolerance levels set forth in Section 4, Amendments of the Subaward Agreement General Provisions.
6. A written amendment signed by both parties shall be required for Cost Reimbursement subawards whenever there is an increase or decrease in any budget category by 10% or greater.
7. During the subaward agreement, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue source as a percentage of total reported revenue.
8. Payments may be limited to a monthly ceiling of 1/12<sup>th</sup> the service award amount in order to ensure availability of services throughout the subaward agreement.
9. Adjustments or corrections to monthly payment requests must be submitted within 30 days following the termination of this subaward. Subawards will be closed out based on timely submission of these adjustments.

### 4.0 REPORTING REQUIREMENTS

In accordance with Section 64, Reporting Requirements of the Subaward Agreement General Provisions, the Contractor shall submit to SEAGO AAA the following reports by the dates specified:



- ☒ Monthly Service Log by the 3rd working day of month following the month of service on a form provided by SEAGO AAA or in a format approved by SEAGO AAA. This service log shall identify units of service provided by month, by client, by service, and by site.
- ☒ Monthly Payment Request for Services Provided by the 15th of the month following the month of service.
- ☐ Quarterly Nutrition Education Report by the 15th day of July, October, January, and April of nutrition education sessions that were conducted during the preceding quarter, including sign-in sheets by the participants in those sessions. Use attached sample report or one in the same format (as applicable)
- ☒ Monthly programmatic reports by the 15<sup>th</sup> of the month for any of the following services (as applicable):
  - ☒ Family Caregiver Support Program, Caregiver Training
  - ☒ Family Caregiver Support Program, Caregiver Outreach
  - ☐ Legal Assistance

## ANNEX C

### SUPPLEMENTAL INFORMATION SECTION

- 1.0 A U.S. Department of Health and Human Services pass-through to Arizona Department of Economic Security Division of Adult and Aging Services pass-through to SEAGO makes federal funds available from the Older Americans Act Title III and VII and the Social Services Block Grant. The state FY16 federal amount to SEAGO is \$1,689,217.

Federal Award Number:	To be provided once available
Federal Award Date:	To be provided once available
Federal Award Description:	To be provided once available

- 1.1 The federal funds available for subaward through SEAGO (\$1,555,571) are as follows:

\$308,769	Special Programs for the Aging, Title III, Part B, Supportive Services and Senior Centers, CFDA 93.044
\$290,397	Special Programs for the Aging, Title III, Part C1, Nutrition Services, CFDA 93.045
\$211,963	Special Programs for the Aging, Title III, Part C2, Nutrition Services, CFDA 93.045
\$524,711	Social Services Block Grant, CFDA 93.667
\$97,661	Nutrition Services Incentive Program, CFDA 93.053
\$122,069	National Family Caregiver Support, Title III, Part E, CFDA 93.052

- 1.2 This is not a Research and Development subaward.

2.0 Indirect Cost Recovery:

- ☐ The indirect cost rate for the federal award is 0%. The subrecipient has not requested to recover indirect costs in this subaward.
- ☒ The indirect cost rate for the federal award is 16% (for OTR-FCS and CGT-FCS only)

**SEAGO AREA AGENCY ON AGING  
PAYMENT REQUEST FOR SERVICES PROVIDED UNDER COST REIMBURSEMENT**

NAME and PROVIDER ID:				REPORT FOR MONTH / YEAR OF: <div style="text-align: right;"><input type="checkbox"/> Original    <input type="checkbox"/> Revised</div>			
PREPARED BY:				DATE:			
Service	ADP FCS (AD6)	CTO FCS (CT6)	OTR FCS (IR6)	RPR FCS (RP6)			
<b>UNITS OF SERVICE</b>							
Units Delivered							
<b>EXPENDITURES FOR THE MONTH BY LINE ITEM</b>							
Personnel							
E.R.E.							
P. & O.							
Travel							
Space							
Equipment							
Materials & Supplies							
Operating Services							
Indirect Costs							
Total Expenditures	-	-	-	-			
<b>REVENUE FOR THE MONTH BY FUND SOURCE</b>							
ALTCS							
Project Income							
Non-Federal In-Kind							
Non-Federal Cash							
Other Federal							
Total Non-SEAGO Revenue	\$ -	\$ -	\$ -	\$ -			
<b>SEAGO AAA FUNDS</b>	\$ -	\$ -	\$ -	\$ -			

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**SEAGO AREA AGENCY ON AGING  
PAYMENT REQUEST FOR SERVICES PROVIDED UNDER FIXED RATE**

NAME and PROVIDER ID:				REPORT FOR MONTH / YEAR OF:			
PREPARED BY:				DATE:			
Service	CNG HCB	HDM HCB		LGL LSA		CMG HCB	CMG FCS (CMS)
<b>UNITS OF SERVICE</b>							
Units Delivered							
Unit Rate							
<b>EXPENDITURES FOR THE MONTH BY LINE ITEM</b>							
Personnel							
E.R.E.							
P. & O.							
Travel							
Space							
Equipment							
Materials & Supplies							
Operating Services							
Indirect Costs							
Total Expenditures	-	-		-		-	-
<b>REVENUE FOR THE MONTH BY FUND SOURCE</b>							
ALTCS							
Project Income							
Non-Federal in-Kind							
Non-Federal Cash							
Other Federal							
Total Non-SEAGO Revenue	\$ -	\$ -		\$ -		\$ -	\$ -
<b>SEAGO AAA FUNDS</b>	\$ -	\$ -		\$ -		\$ -	\$ -

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Regular Board of Supervisors Meeting**

**Meeting Date:** 07/28/2015

Approval of State grant training funds for Public Defender for FY15/16

**Submitted By:** Delores Putnam, Public Defender

**Department:** Public Defender

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature NOT  
Required

**# of ORIGINALS** 0  
**Submitted for Signature:**

**NAME** n/a  
**of PRESENTER:**

**TITLE** n/a  
**of PRESENTER:**

**Mandated Function?:** Federal or State Mandate

**Source of Mandate** ARS 12-117  
**or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

---

**Information**

**Agenda Item Text:**

Approve State grant public defender training funds per ARS 12-117 in the amount of \$3,500 for the Public Defender for the period of July 1, 2015 through June 30, 2016.

**Background:**

In 1989 the Arizona Legislature enacted ARS 12-117 for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes. The amount the Public Defender is expecting to receive for FY16 has been included in the budget.

**Department's Next Steps (if approved):**

Approvals are respectfully requested.

**Impact of NOT Approving/Alternatives:**

If not approved the Public Defender will depend solely on the county general fund for funding for mandatory continuing legal education credits for attorney staff.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

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**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☒

**Amount Available:** 3500

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1: 101-1300-9-423.400

## **Fund Transfers**

### **Attachments**

Grant Approval Form

Funding Agreement

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# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Delores Putnam

Date Prepared: July 9, 2015

Point of Contact: Delores Putnam

Phone Number: 520-432-8442

Department: **Public Defender**

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## PRIMARY GRANT

Primary Grantor: Az Supreme Court Administrative Office of the Courts

CFDA: [www.CFDA.gov](http://www.CFDA.gov) n/a

Grant Title: Public Defender Training Fund (PDTF)

Grant Term From: July 1, 2015

To: June 30, 2016

Total Award Amount: 3,500.00

New Grant: ☐ Yes ☒ No

Grant No: n/a

Amendment: ☐ Yes ☒ No

Amendment No:

GL Account No: 101-1300

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law ☒ Yes ☐ No

Number of Positions Funded: 0

Asset(s) Acquired:

0

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Funding for county public defenders to be used exclusively for training purposes.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

ARS 12-117 Public defender training fund, appropriation

## PRIMARY FUNDING SOURCE

Funding Year: 2015-2016

Federal Funds 332.100

State Funds 336.100 3,500.00

County Funds 391.000

Other Funds:

Total Funds: 3,500.00

Has this amount been budgeted? ☒ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☒ Quarterly ☐ Draw ☐ Reimbursement

Is reversion of unexpected funds required at the end of grant period? ☐ Yes ☒ No

(a) Total indirect (A-87) Cost Allocation: \$ 0.00

(b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 0.00

Is there a Secondary Grant Award associated with this Grant? ☐ Yes ☒ No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? ☐ Yes ☒ No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick Item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



## Executive Summary Form

### **Agenda Number: Public Defender Training Fund, FY16**

#### Recommendation:

Approval of state grant public defender training funds per ARS 12-117 between the Arizona Supreme Court and Cochise County Public Defender in the amount of \$3,500 for the period of 7/1/2015-6/30/2016.

#### Background (Brief):

In 1989 the Arizona Legislature enacted ARS 12-117 Public defender training fund (PDTF) for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes. The Cochise County Public Defender is an eligible recipient of that funding per the attached Funding Agreement for Fiscal Year 2016.

#### Fiscal Impact & Funding Sources:

The public defender training fund is administered by the Arizona Supreme Court where funds collected pursuant to ARS 12-113, Judicial Collection Enhancement Fund, and ARS 12-116 Time Payment Fee, are distributed quarterly to each county public defender pursuant to ARS 12-117.

The net county subsidy is calculated as follows:

Training                      \$3,500

Net County Subsidy:     \$3,500

#### Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

#### Impact of Not Approving:

If not approved, the Public Defender will depend solely on the county general fund for funding for mandatory continuing legal education costs.

Arizona Supreme Court  
Administrative Office of Public Defenders

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**FUNDING AGREEMENT FOR  
PUBLIC DEFENDER TRAINING FUND (PDTF)**

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Cochise County Public Defender  
Fiscal Year 2016

This Agreement is entered into by and between the Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Public Defender, herein referred to as "Public Defender," in accordance with A.R.S. § 12-117.

**RECITAL**

Pursuant to A.R.S. §§ 12-113(A)(1), Judicial Collection Enhancement Fund; 12-116, Time Payment Fee; and 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

The purpose of this Agreement is to provide funding for Public Defender training in Fiscal Year 2016. Cochise County Public Defender agrees that it will expend Public Defender Training Fund ("PDTF") monies in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

**TERMS AND CONDITIONS**

**1. TERM OF AGREEMENT**

This Agreement becomes effective on July 1, 2015, and shall remain in effect through June 30, 2016.

**2. MODIFICATION AND TERMINATION**

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding available; (b) statutory changes in the program; or (c) Public Defender's non-compliance with this Agreement, Arizona Code of Judicial Administration § 5-105, A.R.S. § 12-117, or other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than 30 days prior to the closing date of the grant.

**3. FUND ACCOUNTING**

Funds distributed to Public Defender shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III-2 of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Public Defender shall accrue to the fund for use by the Public Defender in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

**4. EXPENDITURES**

**a. Distribution of Funds.**

- 1) The PDTF monies will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117(C). Quarterly disbursements will be made within sixty days of the close of each quarter.
- 2) The AOC may retain all or any portion of the funds allocated to the Public Defender should the Public Defender be in violation of any of the terms of this funding Agreement.

**b. Reporting Requirements.** The Public Defender shall submit an annual report using the AOC approved reporting templates no later than 45 days after fiscal year end, in accordance with Arizona Code of Judicial Administration § 5-105.

**c. Unexpended Funds.** Funds unencumbered and unexpended 30 days after fiscal year end, plus all unexpended interest accrued on such funds while in the possession of the Public Defender, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

**d. Inappropriate Expenditures.** The Public Defender shall expend funds only for the purposes and uses specified within Arizona Code of Judicial Administration § 5-105. Public Defender agrees to reimburse the Public Defender Training Fund for any unauthorized or inappropriate expenditures which are not in compliance with this Agreement. The Public Defender Training Fund shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with PDTF monies shall be used solely for PDTF training purposes.

**e. Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2016, all unexpended funds in the possession of the Public Defender shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Public Defender Training Funds. If termination is due to failure of the Public Defender to comply with this agreement, the AOC may require return of equipment and supplies purchased with Public Defender Training Funds.

## **5. BOOKS AND RECORDS**

**a. Financial Records and Examination.** The Public Defender shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

**b. Program Records and Evaluation.** The AOC plans to monitor and evaluate the Public Defender Training Fund Program to determine its effectiveness. As a condition of receipt of Public Defender Training Funds, the Public Defender agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Public Defender and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials. The Public Defender further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

## **6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS**

The Public Defender shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

## **7. INVENTORY**

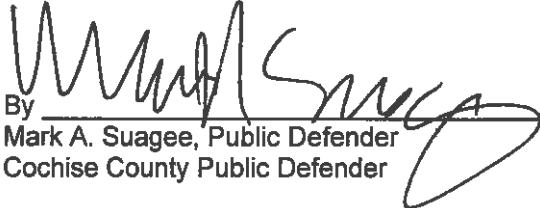
The Public Defender retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Public Defender may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06A for guidance. Public Defender retains ownership of equipment purchased with funds received pursuant to this funding agreement.

## **8. USE, LOSS AND DISPOSITION OF EQUIPMENT**

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Public Defender is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Appendix A.

## **9. PERFORMANCE LIABILITY**

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

By   
Mark A. Suagee, Public Defender  
Cochise County Public Defender

## **ARIZONA SUPREME COURT**

By   
Mike Baumstark, Deputy Director  
Administrative Office of Courts

## APPENDIX A

### **ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY**

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

#### **DEFINITIONS**

**Capital fixed asset** means any fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years. These fixed assets will also be recorded and tracked in the State Accounting System (USAS).

**Non-capital equipment** means any fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

**Judicial Department Unit (JDU)** is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

**Local Governmental Unit (LGU)** is any county, city or school district; and with other state agencies with responsibility for reporting, care, and custody of the fixed asset.

#### **POLICY**

##### **1. GENERAL**

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU/LGU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU/LGU owns the equipment. The JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU/LGU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU/LGU shall maintain an inventory log as described in the record keeping section of this policy.

##### **2. TAGGING/NUMBERING SYSTEM**

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU/LGU shall maintain a tagging/numbering system.

### **3. RECORD KEEPING**

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

### **4. INVENTORY SCHEDULE**

All JDU/LGU's shall conduct an annual physical inventory of fixed assets in a manner prescribed by the AOC Financial Office. The Information Technology Division shall conduct an annual physical inventory of all computer equipment. The AOC Financial Office will submit an annual inventory report to the Department of Administration, General Accounting Office.

### **5. TRANSFER OF EQUIPMENT**

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

### **6. SURPLUS PROPERTY**

Equipment which is no longer needed or usable shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU/LGU, the JDU/LGU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

### **7. MODIFICATION TO THIS POLICY**

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 07/28/2015

Title IB Adult, Youth, and Dislocated Worker PY15/FY16 contract

**Submitted By:** Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** NA**TITLE** NA**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve Title IB Adult, Youth, and Dislocated Worker PY15/FY16 contract between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.

**Background:**

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2015 to June 30, 2017.

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$1,954,870. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

**Department's Next Steps (if approved):**

Review and sign the four copies of the PY15/FY16 Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise Private Industry Council, Inc. in order to cover expenses.

**Impact of NOT Approving/Alternatives:**

Funds would not be available for the program.

**To BOS Staff: Document Disposition/Follow-Up:**

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Unbudgeted:** ☐

**Funds Available:** ☐

**Funds NOT Available:** ☐

**Amount Available:**

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Contract

Attachment A

Attachment B

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**INTERGOVERNMENTAL AGREEMENT (IGA)**

**Contract between Arizona Department of Economic Security ("ADES" or "Department") and Southeast Arizona Workforce Connection ("Contractor").**

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S § 41-1954; and

**WHEREAS** the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-952; and

**WHEREAS** the Department and the Contractor are authorized by A.R.S. § 11-952 to enter into agreements for joint or cooperative action to contract for the services specified in this contract;

**WHEREAS**, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

**NOW THEREFORE**, in consideration of the mutual undertakings herein contained, the Parties agree as follows:

**BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.**

**FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:**

**FOR AND ON BEHALF OF SOUTHEAST  
ARIZONA WORKFORCE CONNECTION:**

<hr/>	<hr/>
Procurement Officer Signature	Signature
<hr/>	<hr/>
Printed Name	Patrick G. Call
<hr/>	<hr/>
Title	Chairman, Cochise County Board of Supervisors
<hr/>	<hr/>
Date	July 28, 2015
<hr/>	<hr/>
ADES Contract Number	Contract Number
<hr/>	<hr/>

**IN ACCORDANCE WITH A.R.S. § 11-952, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

ARIZONA ATTORNEY GENERAL'S OFFICE

By: \_\_\_\_\_  
*Assistant Attorney General*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Public Agency Legal Counsel*

Date: \_\_\_\_\_

## **1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

## **2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA or Agreement) is between ADES and Southeast Arizona Workforce Connection.

## **3.0 TERM OF AGREEMENT**

### **3.1 TERM**

The term of this agreement shall have an effective date of 7/1/2015 and end on 6/30/2020 unless otherwise agreed upon by both parties in writing.

### **3.2 EXTENSION**

This Agreement may be extended through a written amendment by mutual agreement of the parties.

### **3.3 TERMINATION**

- 3.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.
- 3.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. The ADES reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the ADES without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ADES. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ADES upon demand. The Contractor shall be entitled to receive just and, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

## **4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 1. Change of telephone number;
  - 2. Change in authorized signatory; and
  - 3. Change in the name and/or address of the person to whom notices are to be sent.

## **5.0 PURPOSE OF AGREEMENT**

- 5.1 The purpose of this Agreement is to provide Workforce Innovation and Opportunity Act (WIOA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

## **6.0 MANNER OF FINANCING**

- 6.1 WIOA Title 1B CFDA # 17.258 (Adult): CFDA #17.259 (Youth): CFDA #17.278 (Dislocated Worker)

## **6.2 PERIOD OF AVAILABILITY FOR EXPENDITURE OF WIOA FUNDS**

- 6.2.1 The Contractor agrees that Pursuant to Notice of Proposed Rule Making (NPRM) 683.110, funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a local area in the two-year period described in paragraph (b) (1) of section 128 (b) and 133(b) of the Workforce Innovation and Opportunity Act shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program

year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two- year period.

6.2.2 The period of availability for funds allocated under this Contract is identified in Attachment B, Allocation by Program & Fiscal Year. Reimbursement shall not exceed the allocations identified in Attachment B.

6.2.3 All final expenditure reports and cash draw requests for the Local Area Formula Funds shall be submitted per Attachment B. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

#### **6.3 RESCISSION OF FUNDS**

If the Federal Funding Source informs the State that it is rescinding funding from the State and where the State must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the State may take action in the following sequence

6.3.1 Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.

6.3.2 Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.

6.3.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

#### **7.0 SERVICE DESCRIPTION**

7.1 Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Innovation and Opportunity Act as amended and applicable federal and state regulations.

#### **8.0 SERVICES:**

##### **8.1 ADULT AND DISLOCATED WORKERS**

8.1.1 Provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include Career Services and/or Training Services

##### **8.2 RAPID RESPONSE ACTIVITIES:**

8.2.1 Provide to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIOA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.

##### **8.3 YOUTH WORKFORCE INVESTMENT ACTIVITIES:**

8.3.1 Provided to WIOA Title 1B eligible youth, who are either in-school, ages fourteen to twenty-one (14-21) (unless an individual with a disability who is attending school under State law) or out-of- school, ages sixteen to twenty-four (16-24). Expenditures for in-school youth shall not exceed 25% of all Youth funds available.

8.4 **THE EXPENDITURES FOR ALL PROGRAMS** will comply with 2 C.F.R. § 200; Public Law, 113-128 of the 113th Congress described as the Workforce Innovation and Opportunity Act and Federal and State regulations and guidelines under the WIOA Title, 1-B Federal grant.

#### **9.0 RESPONSIBILITIES**

9.1 **The ADES and the Contractor agree as follows:**

9.2 **The Contractor shall:**

9.2.1 Provide Workforce Innovation and Opportunity Act (WIOA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

9.2.2 Meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan may result in the Department issuing a Demand for Assurance, which may require a written corrective action plan from the Contractor.

9.2.3 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department, failure to complete shall result in the immediate suspension of the Contractor's authority to receive payment under this Contract. Such authority shall

not be reinstated until the Contractor submits, and the Department approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

- 9.2.4 Comply with the approved Demand for Assurance response. If not in compliance, the Department will proceed with remedies outlined in Section 23.0 up to and including sanctions.
- 9.2.5 Be held responsible for meeting performance measures. If the Contractor fails the same performance measure in two consecutive years, the ADES may impose sanctions up to and including withholding WIOA Title I B funding as outlined in Section 23.0.
- 9.2.6 Send a written notice to the contact in Section 15.2, if it wishes to transfer funds between Adult and Dislocated Workers funds, detailing the amount, up to 100%, of funds that will be transferred and from which funding source the transfer will occur.

**9.3 CONFIDENTIALITY:**

- 9.3.1 The Contractor shall observe and abide by all applicable State and Federal Statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and the Attorney General's Office as required by the terms of this contract, by law or upon their request.
- 9.3.2 Arizona Address Confidentiality Program: The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et seq. The ADES will advise the Contractor as to applicable policies and procedures the ADES has adopted for such compliance.

**10.0 FINGERPRINTING**

- 10.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 10.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 10.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
  - 10.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or or shall apply for a fingerprint clearance card within seven working days of employment.
  - 10.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
  - 10.3.3 The Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in A.R.S. § 41-1758.07, or, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a Level One Fingerprint Clearance Card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and subcontractor staff includes current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

- 11.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.** If providing direct services to children or vulnerable adults, the following shall apply:

- 11.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 11.2 The ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
  2. All employees of a contractor;
  3. A subcontractor of a contractor and the subcontractor's employees; and
  4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 11.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check, which is to be used as a factor to determine qualifications for volunteer positions.
- 11.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 11.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 11.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 11.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:  
[www.azdes.gov/InternetFiles/Administrative%20Forms/doc/DES-1076AFORFFS.doc](http://www.azdes.gov/InternetFiles/Administrative%20Forms/doc/DES-1076AFORFFS.doc) - 2013-04-02
- 12.0 MONITORING**
- The Department will monitor the Contractor and /or subcontractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with Notice of Proposed Rule Making 683.410 and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.
- 13.0 REPORTING REQUIREMENTS**
- 13.1 Per Attachment B, the Contractor shall submit to ADES a final financial closeout packet.
- 13.2 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: No later than the 30th day following each month in which services were provided during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.
- 13.3 Submit ETA 9130 Quarterly Report within thirty (30) days after the end of the quarter.
- 13.4 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment.

**13.5 THE CONTRACTOR SHALL PROVIDE ADES THE FOLLOWING REPORTS:**

- 13.5.1 Contractor Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown. This is the only format that will be accepted for reporting accrued expenditures.
- 13.5.2 ETA 9130 Quarterly Reports
- 13.5.3 All reports are available from the contact information located in 13.6.

13.6 All Reports shall be sent to:  
[WIAFiscalReports@azdes.gov](mailto:WIAFiscalReports@azdes.gov)

**14.0 PAYMENT REQUIREMENTS**

- 14.1 Contractor Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown shall be submitted by the 30th day of the month following the month services were provided.

**15.0 NOTICES**

- 15.1 All notices to the Contractor regarding this Agreement shall be sent to the following address:

Cochise County  
ATTN: Vada Phelps  
900 Carmelita Dr  
Sierra Vista AZ 85635  
[vphelps@cpic-cas.org](mailto:vphelps@cpic-cas.org)

- 15.2 All notices to ADES regarding this Agreement shall be sent to the following address:

Arizona Department of Economic Security  
ATTN: WIOA Fiscal Compliance Unit  
Site Code: 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007  
Phone (602) 542-2474

**16.0 DISPOSITION OF PROPERTY**

- 16.1 Transfer/Surplus of Equipment with a Property Value less than \$5,000  
Items of equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.

**16.2 CALCULATION OF "FAIR MARKET VALUE"**

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

**16.3 PROPERTY RECORDS RETENTION**

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this Agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

**16.4 INVENTORY RECORDS**

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment \$5,000 or more with WIOA funds. Property records must include:

- a) Asset Number
- b) Item Description
- c) Manufacturer

- d) Serial Number
- e) Acquisition Date
- f) Physical Location
- g) Total Item Cost.

**The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than \$2,000.00 to the EA/WIOA Section, Fiscal Manager by August 1 of each year.**

**16.5 Prior Approval Equipment with a Property Value \$5,000 or more**

Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire" form that must be signed by the Contractor Director or Designee.

- a) The signed form must be forwarded to the WIOA Section Finance Manager for review, approval or disapproval action.
- b) When an approval decision is rendered, the WIOA Section Finance Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c) When a decline decision is rendered, the WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire to the LWIOA Director. The LWIOA may appeal this decision to the WIOA Section Finance Manager.

**17.0 THIRD-PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**18.0 APPLICABLE LAW**

- 18.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

**19.0 ARBITRATION**

- 19.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

**20.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

**21.0 AUDIT**

- 21.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

## **22.0 CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of its knowledge and belief, that:

- 22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 22.3 The Contractor shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 22.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## **23.0 SANCTIONS AND CORRECTIVE ACTIONS**

- 23.1 The Department may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this Agreement. This Demand for Assurance shall include the citation from the Agreement that the Department requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the Department, may result in the actions outlined in Section 23.2.1 and 23.2.2
- 23.2 Pursuant to NPRM 683.700, the Department may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:
  - 1. Except for actions under WIOA section 188(a) the Department uses the initial and final determination procedures outlined in NPRM 683.440 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) ADES will use the procedures set forth in that regulatory part.
  - 2. The Department may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and NPRM 683.700 Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.
- 23.3 Pursuant to NPRM 683, the Department shall impose fiscal sanctions if a local area fails the same performance measure(s) in three or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by the Department and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the Department.

## **24.0 CLEAN AIR ACT & CLEAN WATER ACT**



As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)),section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**25.0 ENERGY POLICY AND CONSERVATION ACT**

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**26.0 COPELAND "ANTI-KICKBACK" ACT**

As the Contractor to this Agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). This regulation applies to all contracts and sub grants for construction or repair.

**27.0 DAVIS-BACON ACT**

As the Contractor to this Agreement, you must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

**28.0 DEBT COLLECTION AND AUDIT RESOLUTION**

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this Agreement, you must comply with 2 CFR 200 and all subparts. As the Contractor to this Agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.

28.1 Among the required controls specified in NPRM 683.750 is the process for collecting debts.

NPRM 683.410 states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations. NPRM 683.710 states that:

- (a) The Contractor is responsible for all funds under its grant(s):
- (b) The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Arizona Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

**29.0 RIGHT TO ASSURANCE**

If the Department in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the Department's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

**30.0 REVIEW**

This Agreement shall be reviewed at any time at the written request of either party.

**31.0 CONFLICT OF INTEREST**

31.1 In accordance with A.R.S. § 38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**32.0 DATA SHARING AGREEMENT**

32.1 If determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed

Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**33.0 E-VERIFY**

33.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**34.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

34.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

34.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. If the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**35.0 INDEMNIFICATION**

**35.1 INDEMNIFICATION FOR CONTRACTOR:**

35.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**35.2 INDEMNIFICATION FOR SUBCONTRACTOR**

35.2.1 In addition, Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**36.0 INSURANCE REQUIREMENTS**

**361 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

361.1 None.

**36.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and

Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
    - b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**
    - b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
    - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
    1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
    2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
    3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
  4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
  5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
  7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
  8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **37.0 IT 508 COMPLIANCE**

- 37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. § 41-3531 and § 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

### **38.0 NON-AVAILABILITY OF FUNDS**

- 38.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 39.0 NON-DISCRIMINATION**
- 39.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 40.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**
- 40.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers
- 41.0 RIGHT OF OFFSET**
- 41.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.
- 42.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE**
- 42.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 43.0 ATTACHMENTS**
- 43.1 The following list of attachments constitutes an integral part of subject Agreement.
- 43.1.1 Attachment A – Sanction Schedule
- 43.1.2 Attachment B – WIOA Allocation by Program and Fiscal Year

**Attachment A**  
**Schedule of Sanctions for Failed Performance Measures**

Per Section 25.3 of the IGA

Number of Years of Failed Performance	Sanction for 1 Failed Performance Measure	Sanction for 2 Failed Performance Measures	Sanction for 3 Failed Performance Measures	Sanction for 4 Failed Performance Measures
2	1% of PY/FY Allocation	2% of PY/FY Allocation	3% of PY/FY Allocation	4% of PY/FY Allocation
3	5% of PY/FY Allocation	6% of PY/FY Allocation	7% of PY/FY Allocation	8% of PY/FY Allocation
4	10% of PY/FY Allocation	11% of PY/FY Allocation	12% of PY/FY Allocation	13% of PY/FY Allocation
5	20% of PY/FY Allocation	21% of PY/FY Allocation	22% of PY/FY Allocation	23% of PY/FY Allocation

Attachment B - WIA Allocation by Program and Fiscal Year

Vendor Name: Cochise County  
Contract #

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	\$ 3,705	07/01/15	06/30/17	August 15, 2017
PY	2015	YT Admin	\$ 44,233	04/01/15	06/30/17	August 15, 2017
PY	2015	DW Admin	\$ 14,761	07/01/15	06/30/17	August 15, 2017
FY	2016	AD Admin	\$ 40,623	10/01/15	06/30/17	August 15, 2017
FY	2016	DW Admin	\$ 81,353	10/01/15	06/30/17	August 15, 2017
PY	2015	Youth	\$ 398,097	04/01/15	06/30/17	August 15, 2017
PY	2015	Adult	\$ 33,341	07/01/15	06/30/17	August 15, 2017
FY	2016	Adult	\$ 365,604	10/01/15	06/30/17	August 15, 2017
PY	2015	DW	\$ 132,846	07/01/15	06/30/17	August 15, 2017
FY	2016	DW	\$ 732,179	10/01/15	06/30/17	August 15, 2017
PY	2015	RR	\$ 16,606	07/01/15	06/30/17	August 15, 2017
FY	2016	RR	\$ 91,522	10/01/15	06/30/17	August 15, 2017
<b>TOTAL</b>			\$ 1,954,870			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY15/FY16 allocation is due to DES on or before 8/01/2018

**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 07/28/2015

Appoint Mr. Tim Taylor to the Workforce Investment Board

**Submitted By:** Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Mr. Tim Taylor to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2016.

**Background:**

Attached is the appointment letter for Mr. Taylor. The Workforce Investment Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIA Board. Attached is a list showing each of the WIA Board appointees, with appointment date and date term expires.

**Department's Next Steps (if approved):**

If approved, WIA will be notified of the appointments and we will request confirmation of an updated WIA board appointees list.

**Impact of NOT Approving/Alternatives:**

Vacancies will continue to exist on the WIA Board with certain segments not being adequately represented.

**To BOS Staff: Document Disposition/Follow-Up:**

Once approved send appointment letter to Mr. Tim Taylor, DRG Technologies, Inc., 300 East Fourth, Safford, AZ 85546 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Ana Polakowski, apolakowski@cpic-cas.org

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers**



## Attachments

TimTaylorApptLetter

WIB\_TermList

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July 10, 2015

Vada Phelps  
vada.phelps@cpic-cas.org  
Anna Polakowski  
apolakowski@cpic-cas.org

Attention: Board of Supervisors

I am pleased to recommend Tim Taylor as a candidate for your Workforce Development Board. Tim has been training and managing crews for jobs within his technical industry for many years and has a firsthand knowledge of the skills and education that potential employees need to possess to flourish in this job market. Tim will be an asset to your organization because he successfully practices and promotes these skills so necessary within his own business environment.

Tim has been a life long resident of the Gila Valley. He has been with DRG Technologies Inc. for 27 years, and is currently an Executive Vice President/General Manager over 100+ employees. Tim is always willing to assist and support many local projects as an active member of the community. He is also an Honorably Discharged Veteran of the Army Special Forces.

I would not hesitate in recommending Tim Taylor as a member of your board. Please contact me if I may answer any questions.

Most Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Biggs', written in a cursive style.

Thomas Biggs  
Chairman of the Board of Directors  
Graham County Chamber of Commerce

2014  
to  
2018

[illegible]

## Board of Directors - WIB

2014  
to  
2018

[illegible]

## Board of Supervisors

## Regular Board of Supervisors Meeting

Meeting Date: 07/28/2015

Approve Board appointments and memberships for 2015-2016

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

of PRESENTER:

TITLE

Clerk of the Board

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

## Information

## Agenda Item Text:

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2015-2016 Fiscal Year and approve continuing annual memberships for 2015-2016, with payment of associated dues as described herein.

## Background:

We are changing the date of approval for memberships to match our fiscal year, which impacts our budget. We have also had a change in County Administration with Mr. Ortega leaving and Mr. Vlahovich and Mr. Gilligan being promoted. The organizations that the Board approved membership in, for 2015-2016, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

## Department's Next Steps (if approved):

Notify organizations of continuing membership and of Board member designated to be representative. Board staff will process payment of dues upon receipt of invoices for each of the approved memberships on the attached spreadsheet unless the membership is not renewed by the Board.

## Impact of NOT Approving/Alternatives:

n/a

## To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

## Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

## Fund Transfers

### Attachments

Listing for FY 15/16

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Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues

Board, Commission, Committee or Group	Member(s)	Appointed By	Effective Start Date	Effective End Date	Regular Meeting Location	Membership Dues 2014-2015	Membership Dues 2015-2016	Notes
BUDGET:						\$117,000.00	\$117,000.00	
Arizona Association of Counties (AACO)	Cathy Traywick	N/A			Arizona	\$15,361.50	\$14,593.43	
Arizona Counties Insurance Pool (ACIP)	Jim Vlahovich	N/A				n/a	n/a	
Arizona Department of Homeland Security Coordinating Council	Mike Ortega	N/A	Jul-07	through present	Phoenix	n/a	n/a	7/16/15: no longer active.
Arizona-Mexico Commission/Border Issues Committee	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	\$200.00	\$225.00	7/15/15: Updated to JV and updated dues to \$225
Arizona-Mexico Commission/Transportation, Infrastructure, Ports Committee	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	n/a	n/a	Part of AZ/MEX Commission
Board of Health	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
Arizona City / County Management Association (ACMA)	Jim Vlahovich Ed Gilligan Arlethe Rios (joined 12.14)	N/A			Phoenix	\$571.88	\$365.00	\$240.00 for Ed - Full Member \$125.00 for Arlethe-Associate Member
Arizona Rural Development Council	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	n/a	n/a	7/15/15: updated to JV
Arizona Town Hall	Pat Call Jim Vlahovich Ed Gilligan	N/A		through present	Arizona	\$300.00	\$300.00	7/15/15: removed MO from membership/added EG
Civil Service Commission	Mike Ortega	Board of Supervisors	Jul-07	through present		n/a	n/a	7/15/15: no longer needed
Coalition of Arizona-New Mexico of Counties	Richard Searle	Board of Supervisors		through present	N/A	\$2,600.00	\$7,600.00	\$2,600 for membership and \$5,000 for legal fund
Eastern Arizona Coalition of Counties	Richard Searle	Board of Supervisors	October 2014	through present		n/a	\$6,000.00	(not invoiced yet)
Cochise College Economic Forum Sponsor	All	N/A		through present	Cochise County	\$4,000.00	\$4,000.00	(not invoiced yet)
Coronado Resource Conservation & Development	Richard Searle	Board of Supervisors				\$150.00	\$150.00	(not invoiced yet)
Corrections Officers Retirement Plan Board (CORP)	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
CSA (County Supervisors Association)	Pat Call Ann English Richard Searle	N/A		through present	Phoenix	\$46,251.00	\$55,593.00	(not invoiced yet)
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	1/8/2008	through present	Phoenix	n/a	n/a	
CSA / County Managers Association	Jim Vlahovich	N/A	Jul-15	through present	Phoenix	\$100.00	\$100.00	(not invoiced yet)
EFSP Board	Richard Searle	Board of Supervisors		through present	Bisbee	n/a	n/a	
Latino Advisory Council	Mike Ortega	Governor	Jul-07	through present	Phoenix	n/a	n/a	7/15/15: no longer needed
Huachuca 50	Pat Call	Board of Supervisors	2002	through present	Sierra Vista	\$200.00	\$200.00	(not invoiced yet)
Housing Authority of Cochise County(HACC) Board of Commissioners	Ann English	Board of Supervisors	1/8/2008	through present	Bisbee	n/a	n/a	
Council Appointment - Region 5 (South)	Pat Call	Governor	10/19/2006	through present	Phoenix	n/a	n/a	
Local Area Impact Assessment Group (LAIAG), BOS Liaison	Richard Searle	Board of Supervisors	6/6/2006	through present	Bisbee	n/a	n/a	
National Association of Counties (NACo)	Cochise County	N/A		through present	Washington, D.C.	\$2,627.00	\$2,627.00	(not invoiced yet)
Public Lands Advisory Committee, BOS Liaison	Richard Searle	Board of Supervisors	8/14/2007	through present	Bisbee	n/a	n/a	
Public Safety Retirement Board	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
SEAGO Administrative Committee	Jim Vlahovich	N/A	Jul-07	through present	Bisbee	n/a	n/a	Part of SEAGO
SEAGO Executive Committee	Ann English	Board of Supervisors	1/8/2008	through present	Bisbee	\$16,177.00	\$16,701.00	(not invoiced yet)
State of Arizona Board of Technical Registration (Civil Engineer)	Mike Ortega	N/A	Jul-07	through present	N/A	\$195.00	\$0.00	7/15/15: no longer needed
USPP Partnership Advisory Commission	Pat Call Ann English Richard Searle	N/A		through present	Sierra Vista	n/a	n/a	
USPP Executive Committee	Pat Call Jim Vlahovich	N/A		through present	Sierra Vista	n/a	n/a	
Sierra Vista Metropolitan Planning Organization	Richard Searle Pat Call, Alternate	N/A	10/22/2013	through present	Sierra Vista	\$300.00	\$300.00	
TOTALS:						\$88,733.38	\$108,454.43	
UNEXPENDED BALANCE:						\$28,266.62	\$8,545.57	